

Miami Beach



City of Miami Beach



**REQUEST FOR PROPOSALS (RFP) NO. 36-04/05**

**FOR**

**FOR THE DESIGN, DEPLOYMENT, AND MANAGEMENT OF A  
CITYWIDE WIRELESS NETWORK**

**CITY HALL -- PROCUREMENT DIVISION  
1700 CONVENTION CENTER DRIVE, THIRD FLOOR  
MIAMI BEACH, FL 33139**

**[www.miamibeachfl.gov](http://www.miamibeachfl.gov)  
[guslopez@miamibeachfl.gov](mailto:guslopez@miamibeachfl.gov)**

**PHONE: (305) 673-7490  
FAX: (305) 673-7851**

*We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.*

# CITY OF MIAMI BEACH

CITY HALL - PROCUREMENT DIVISION



1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139

Telephone (305) 673-7490

Facsimile (305) 673-7851

## **Request for Proposals (RFP) No. 36-04/05**

### **DESIGN, DEPLOYMENT, & MAINTENANCE OF A CITYWIDE WIRELESS NETWORK**

Sealed proposals will be received by the City of Miami Beach (the "City"), Procurement Division, Third Floor, 1700 Convention Center Drive, Miami Beach, Florida, 33139, on **Monday, September 12, 2005 until 3:00 p.m.**

At time, date, and place above, proposals will be publicly opened. **ANY PROPOSAL RECEIVED AFTER THE TIME AND DATE SPECIFIED ABOVE WILL BE RETURNED TO THE PROPOSER UNOPENED.**

### **SUMMARY OF GOALS AND OBJECTIVES**

The City of Miami Beach wishes to have a Citywide wireless broadband network to support mobile broadband connectivity for City employees with a focus on Public Safety personnel. In addition, the City wants to support free public access at hot zones located throughout the island for its residents and visitors.

The City is seeking a qualified firm to design the Citywide wireless network to meet the City's requirements, deploy the network on an aggressive timetable, and manage the network for a contractual period according to the City's requirements.

A PRE-RFP SUBMISSION MEETING IS SCHEDULED FOR TUESDAY, AUGUST 9, 2005, AT 1:30 PM EST, IN THE CITY MANAGER'S LARGE CONFERENCE ROOM, LOCATED AT CITY HALL ON THE FOURTH FLOOR, 1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA. Attendance or telephone call-in is encouraged and recommended as a source of information but is not mandatory. Qualified firms interested in participating in the pre-RFP submission meeting must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1-800-915-8704 (Toll-free North America)
- (2) Enter the MEETING NUMBER: \*2659980\* (note that number is preceded and followed by the star (\*) key).

**YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR PROPOSALS IS SUBJECT TO THE "CONE OF SILENCE," IN ACCORDANCE WITH ORDINANCE NO. 2002-3378. A COPY OF ALL WRITTEN COMMUNICATION(S) REGARDING THIS PROPOSAL MUST BE FILED WITH THE CITY CLERK.**

**YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR PROPOSALS IS SUBJECT TO THE "CODE OF BUSINESS ETHICS" IN ACCORDANCE WITH RESOLUTION NO. 2000-23879.**

**YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR PROPOSALS IS SUBJECT TO THE CITY OF MIAMI BEACH DEBARMENT ORDINANCE NO. 2000-3234.**

**YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR PROPOSALS IS SUBJECT TO THE BID SOLICITATION PROTEST ORDINANCE NO. 2002-3344.**

**YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR BID IS SUBJECT TO THE CAMPAIGN CONTRIBUTIONS BY VENDORS ORDINANCE NO. 2003-3389.**

**LOBBYIST, PURSUANT TO THE CITY CODE, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST, AND AS OF MAY 18, 2002, ACCORDING TO ORDINANCE NO. 2002-3363, ALL LOBBYISTS AND PRINCIPALS MUST FILE A FINANCIAL DISCLOSURE STATEMENT WITH THE CITY CLERK'S OFFICE.**

Detailed representation of all these ordinances and a copy of the RFP can be found on the City of Miami Beach Website:

<http://www.miamibeachfl.gov/newcity/depts/purchase/bidintro.asp>

Any questions or clarifications concerning this RFP shall be submitted in writing by mail or facsimile to the Procurement Division, Attention: Gus Lopez, 1700 Convention Center Drive, Miami Beach, FL 33139, or FAX: (305) 673-7851, or e-mail: [guslopez@miamibeachfl.gov](mailto:guslopez@miamibeachfl.gov).

The City of Miami Beach reserves the right to accept any proposal or bid deemed to be in the best interest of the City of Miami Beach, or waive any informality in any proposal or bid. The City of Miami Beach may reject any and all proposals or bids.

**CITY OF MIAMI BEACH**

**Gus Lopez, CPPO, CPPB  
Procurement Director**

City of Miami Beach  
City Hall -- Procurement Division  
1700 Convention Center Drive  
Miami Beach, Florida, 33139

RFP 36-04/05

<b>NOTICE TO PROSPECTIVE PROPOSERS</b>
--

**NO PROPOSAL**

If not submitting a proposal at this time, please detach this sheet from the RFP documents, complete the information requested, and return to the address listed above.

**NO PROPOSAL SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:**

\_\_\_ Our company does not handle this type of product/service.

\_\_\_ We cannot meet the specifications nor provide an alternate equal product.

\_\_\_ Our company is simply not interested in bidding at this time.

\_\_\_ Due to prior commitments, I was unable to attend pre-proposal meeting.

\_\_\_ OTHER (Please specify): \_\_\_\_\_  
\_\_\_\_\_

---

We do \_\_\_ do not \_\_\_ want to be retained on your mailing list for future bids for the type or product and/or service.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

---

**Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from the City's bid list.**

## TABLE OF CONTENTS

SECTION I - OVERVIEW AND PROPOSAL PROCEDURES .....	6
A. Introduction/Background .....	7
B. RFP Timetable .....	8
C. Proposal Submission.....	9
D. Pre-Proposal Submission Meeting .....	9
E. Contact Person .....	10
F. Modification/Withdrawals of Proposers .....	10
G. RFP Postponement/Cancellation/Rejection.....	10
H. Costs Incurred by Proposers.....	11
I. Exceptions to RFP .....	11
J. Sunshine Law .....	11
K. Negotiations.....	11
L. Protest Procedure .....	11
M. Rules, Regulations, & Licensing Requirements .....	12
N. Default .....	12
O. Conflict of Interest .....	12
P. Compliance with City's Lobbyist Laws .....	12
Q. Proposer's Responsibility .....	12
R. Relation of City .....	13
S. Public Entity Crime (PEC) .....	13
T. Cone of Silence .....	13
U. Debarment Ordinance .....	13
V. Prohibited Campaign Contributions by Vendors .....	14
W. Code of Business Ethics .....	14
X. Americans with Disabilities Act.....	15
Y. Acceptance of Gifts, Favors, Services .....	15
Z. Letter of Credit .....	15
SECTION II – TYPE OF SOLUTION SOUGHT.....	16
A. Network Infrastructure Requirements.....	16
B. Architecture and Design Services .....	21
C. Installation Services.....	22
D. Telecommunications Provisioning and Services .....	23
E. Network Monitoring and Management Services.....	23
F. Network Maintenance and Upgrade Services .....	25
G. Operations Support Systems (OSS) Services .....	25
H. Customer Service and Technical Support Services.....	26
I. Software Hosting and Facilities Services.....	28
J. Program and Project Management Services .....	29
K. Proof of Concept.....	29
L. Maintenance and Support Services .....	31
M. Warranty.....	31
N. Training.....	32
SECTION III - PROPOSAL FORMAT .....	33
A. Proposer Registration; Web Site Publication of the RFP .....	33
B. Addenda to the RFP; Requests for Information; Inconsistencies.....	33
C. Authorized Signature; Certification.....	34
D. Proposals Binding.....	34
E. Transmittal Letter .....	35
F. Proposal Submission Requirements.....	36
G. Implementation Plan, Statement of Work, Project Schedule and Milestone Payment Schedule .....	37

H. Proposal Contents .....	38
Volume 1 – Qualifications of Proposers .....	38
Volume 2 – Technical Approach and Cost Proposal.....	41
I. Reversion to the City of Miami Beach.....	44
SECTION IV – EVALUATION CRITERIA .....	46
SECTION V - GENERAL PROVISIONS.....	50
A. Assignment .....	50
B. Indemnification.....	50
C. Termination for Default.....	50
D. Termination for Convenience of City .....	51
E. Liquidated Damages for Construction Delay, Non-Delivery .....	51
SECTION VI- CITY OF MIAMI BEACH CONTRACT REQUIREMENTS .....	52
A. Term and Renewal .....	52
B. Conditional Acceptance.....	52
C. Final Acceptance .....	53
D. Acceptance Test(s); Test Plan(s) .....	54
E. Reliability Periods .....	54
SECTION VII- SPECIAL TERMS AND CONDITIONS .....	56
A. Insurance .....	56
B. Commercial General Liability.....	56
C. Automobile Liability.....	56
D. Worker's Compensation .....	56
E. Failure to Procure Insurance .....	57
SECTION VII - PROPOSAL DOCUMENTS TO BE COMPLETED AND RETURNED TO THE CITY.....	58
PROPOSER INFORMATION.....	59
ACKNOWLEDGMENT OF ADDENDA .....	60
DECLARATION.....	61
QUESTIONNAIRE .....	62
APPENDIX A.....	67
APPENDIX B.....	72
APPENDIX C .....	74
LETTER OF CREDIT.....	75

## **SECTION I - OVERVIEW AND PROPOSAL PROCEDURES**

### **A. Introduction/Background**

The City of Miami Beach (the “City”) has established a goal to use wireless broadband technology to strengthen public safety, increase government efficiency in delivery of services, and provide a basic level of access to City residents and visitors. The City specifically plans to use wireless broadband technology to support:

- Public safety mobile access city-wide
- Mobile access for other Miami Beach government agencies
- Hot zone access for targeted commercial areas
- Recurring cost savings for internal government network use

The City seeks to outsource a turnkey solution to the private sector through this competitive Request for Proposals (“RFP”) process.

To achieve the City’s goals, the City is seeking Proposals from qualified bidders, Proposers, firms, or interested parties (hereinafter collectively referred to as “Proposers”) for a “turnkey solution” for a citywide wireless network and communications system (the “System”). This System must include:

- Network infrastructure procurement
- Architecture and design services
- Installation services
- Telecommunications provisioning and services
- Network monitoring and management services
- Network maintenance and upgrade services
- Operations Support Systems (OSS) services
- Customer service and technical support services
- Software hosting services
- Program and project management services

The City will consider “counter proposals” from any Proposer who desires to propose a business model or technology approach that differs from that defined in the RFP. To be considered, a counter proposal must, at a minimum, allow the City to achieve its goals and objectives, including:

- Provide universal, robust, and secure wireless broadband throughout the City at a level sufficient to support public safety and other government use
- Provide free hot zones at the specified locations in this RFP for public access

Proposers who elect to respond with a counter proposal must meet the requirements defined in Section II of the RFP, respond according to the proposal format requirements stated in Section III, and state their solution's compliance with RFP requirements in Appendix A. Proposers must also state in their counter proposal any assumptions made regarding commitments required by the City.

All Proposals must support the following categories of service and should be flexible to accommodate new services over time.

Service Types	Definition	Examples
<b>Secure Government Portable</b>	Mobile access by City agency users using mobile computing devices	Public safety officers, inspectors, meter readers, surveyors, etc.
<b>Secure Government Fixed</b>	Fixed access for City devices in fixed locations	Parking meters, utility meters, cameras
<b>Hot Zone Service</b>	Free basic internet access for public access	Residents, tourists, business travelers

Detailed requirements for the System and/or services sought by this RFP are provided in Section II and in Appendix A *Requirements Compliance Certification*.

Throughout this RFP, the word "subscriber" is used to describe public users who access the networks in hot zones or government users. In no way does this imply any intent by the City to charge fees for wireless broadband service to end users (residents and visitors). Subscribers will have free broadband access to the Wireless Miami Beach network at hot zones located throughout the City.

## B. RFP Timetable

The anticipated schedule for this RFP and contract approval is as follows:

<u>Date</u>	<u>Activity</u>
Friday, 07-29-2005	City issues Request for Proposals
Tuesday, 08-09-2005 1:30-3:00 PM Eastern Time (GMT -05:00)	Pre-Proposal Meeting Location: Miami Beach City Hall 1700 Convention Center Drive Miami Beach, FL 33139 City Manager Large Conference Room 4 <sup>th</sup> Floor
Monday, 08-15-2005 3:00 PM Eastern Time (GMT -05:00)	Proposers submit questions, requests for clarification, information to Primary Contact, in writing



Monday 08-22-2005	City delivers answers to questions
Monday, 09-12-2005 3:00 PM Eastern Time (GMT – 05:00)	Proposers submit proposals
Wednesday, 10-03-2005	City selects Finalists to deploy Pilot Network
Monday, 12-19-2005	Pilot Network Testing Concludes
Monday, 1-11-2006	City selects Proposers with which to enter into contract negotiations
Monday, 1-23-2006	Project Start

### **C. Proposal Submission**

An original and twelve (12) copies of complete proposal must be received by Monday, September 12, 2005, by 3:00 p.m. and will be opened on that day at that time. The original and all copies must be submitted to the Procurement Division in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, RFP number and title, and proposal due date.

The responsibility for submitting a response to this RFP to the Procurement Division on or before the stated time and date will be solely and strictly that of the Proposer. The City will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence.

**PROPOSALS RECEIVED AFTER THE PROPOSAL DUE DATE AND TIME WILL NOT BE ACCEPTED AND WILL NOT BE CONSIDERED.**

### **D. Pre-Proposal Submission Meeting**

A PRE-RFP submission conference has been scheduled as follows:

Date: August 9, 2005

Time: 1:30 p.m.

Place: Miami Beach City Hall, 1700 Convention Center Avenue, Miami Beach, FL 33139, City Manager Large Conference Room, 4<sup>th</sup> Floor

**E. Contact Person**

The contact person for this RFP is:  
Gus Lopez, Procurement Director  
Phone: 305-673-7490  
Fax: 305-673-7851  
E-mail: guslopez@miamibeachfl.gov.

Communications between a Proposer, bidder, lobbyist or consultant and the Procurement Director and/or Procurement Division staff is ***limited to matters of process or procedure***. Requests for additional information or clarifications must be made in writing to the Procurement Director, with a copy to the City Clerk (e-mail: robertparcher@miamibeachfl.gov), no later than 3:00 P.M. Eastern Time August 15, 2005.

The City will issue replies to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the deadline for responding to the RFP. Proposers should not rely on representations, statements, or explanations other than those made in this RFP or in any written addendum to this RFP. **Proposers should verify with the Procurement Division prior to submitting a proposal that all addenda have been received.**

**F. Modification/Withdrawals of Proposers**

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date and time. Modifications received after the proposal due date and time will not be considered.

Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the proposal due date or after expiration of 120 calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the proposal due date and before said expiration date and letters of withdrawal received after contract award will not be considered.

**G. RFP Postponement/Cancellation/Rejection**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, Proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any Proposals received as a result of this RFP.

## **H. Costs Incurred by Proposers**

All expenses involved with the preparation and submission of Proposals to the City, or any work performed in connection therewith, shall be the sole responsibility of the Proposer(s) and shall not be reimbursed by the City.

## **I. Exceptions to RFP**

Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what alternative is being offered. The City, at its sole and absolute discretion, may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the Proposer to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

## **J. Sunshine Law**

Proposers are hereby notified that all information submitted as part of a response to this RFP will be available for public inspection after opening of Proposals, in compliance with Chapter 286, Florida Statutes, known as the "Government in the Sunshine Law".

## **K. Negotiations**

The City may award a contract on the basis of initial offers received, without discussion, or may require Proposers to give oral presentations based on their Proposals. The City anticipates that a small number of Proposer(s) will be required to deploy a pilot test network as outlined below before negotiations begin. The City reserves the right to enter into negotiations with the top-ranked Proposer, and if the City and the top-ranked Proposer cannot negotiate a mutually acceptable contract, the City may terminate the negotiations and begin negotiations with the second-ranked Proposer. This process may continue until a contract has been executed or all Proposals have been rejected. No Proposer shall have any rights in the subject project or property or against the City arising from such negotiations.

## **L. Protest Procedure**

Proposers that are not selected may protest any recommendation for selection of award in accordance with City of Miami Beach Ordinance No. 2002-3344 which establishes procedures for resulting protested RFP's selection for awards.

**Protest not timely pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

**M. Rules, Regulations, & Licensing Requirements**

Proposers are expected to be familiar with, and comply with, all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the services offered, including the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines. Ignorance on the part of the Proposer will in no way relieve it from responsibility for compliance.

**N. Default**

Failure or refusal of a Proposer to execute a contract following award by the City Commission, or untimely withdrawal of a proposal before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the City. Where surety is not required, such failure may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

**O. Conflict of Interest**

All Proposers must disclose with their proposal the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer or any of its affiliates.

**P. Compliance with City's Lobbyist Laws**

All Proposers are expected to be or become familiar with all City of Miami Beach Lobbyist laws, as amended from time to time. Proposers shall ensure that all City of Miami Beach Lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed herein, in addition to disqualification of their Proposals, in the event of such non-compliance.

**Q. Proposer's Responsibility**

Before submitting proposal, each Proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations

will not relieve the successful Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract documents, and will not be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Proposer.

**R. Relation of City**

It is the intent of the parties hereto that the successful Proposer be legally considered to be an independent contractor and that neither the Proposer nor the Proposer's employees and agents shall, under any circumstances, be considered employees or agents of the City.

**S. Public Entity Crime (PEC)**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**T. Cone of Silence**

Pursuant to Section 2-486 of the City Code, entitled Cone of Silence, you are hereby advised that the Cone of Silence requirements listed herein shall apply.

**U. Debarment Ordinance**

Proposers are hereby advised that this RFP is further subject to City of Miami Beach Ordinance No. 2000-3234 (Debarment Ordinance). Proposers are strongly advised to review the City's Debarment Ordinance. Debarment may constitute grounds for termination of the contract, as well as, disqualification from consideration on any City of Miami Beach RFP, RFQ, RFLI, or bid.

## **V. Prohibited Campaign Contributions by Vendors**

The General Municipal Election for 2005 is under way and some candidates have already filed their intent to run for the office of Mayor or Commissioner for the City of Miami Beach. It is of utmost importance that you familiarize yourself and adhere to the requirements set forth in the City's Vendor Prohibited Campaign Contributions Ordinance No. 2003-3389 (the "Ordinance"). **FAILURE TO ADHERE COULD RESULT IN YOUR DISQUALIFICATION FROM TRANSACTING BUSINESS WITH THE CITY FOR A PERIOD OF TIME.**

The Ordinance was adopted to ensure that no person who is a vendor of the City of Miami Beach, gives a campaign contribution directly, or through a member of the person's immediate family, or through a political action committee, or through any other person, to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner. This prohibition applies to natural persons and to persons who hold a controlling financial interest in business entities. The definitions of "vendor" and "controlling financial interest" are as follows:

"Vendor" means a person and/or entity who has been selected by the City as the successful bidder on a present or pending bid for goods, equipment or services, or has been approved by the City on a present or pending award for goods, equipment or services, prior to or upon execution of a contract, purchase order or standing order.

"Controlling Financial Interest" means the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. "Firm" means a corporation, partnership, business trust or any legal entity other than a natural person.

## **W. Code of Business Ethics**

Pursuant to Resolution No.2000-23879 each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with your bid/response or within five days upon receipt of request.

The Code shall, at a minimum, require your firm or you as a sole proprietor, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City Code.

**X. Americans with Disabilities Act**

Call 305-673-7490/VOICE to request material in accessible format; sign language interpreters (five days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance please call Heidi Johnson Wright, Public Works Department, at 305-673-7080.

**Y. Acceptance of Gifts, Favors, Services**

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this proposal.

Pursuant to Sec. 2-449 of the City Code, no officer or employee of the city shall accept any gift, favor or service that might reasonably tend improperly to influence him/her in the discharge of his/her official duties.

**Z. Letter of Credit**

The successful Proposer shall provide the City within fifteen (15) calendar days of being notified of the contract award, a Letter of Credit containing all the provisions of the attached hereto form entitled "Letter of Credit".

The Letter of Credit shall be in the amount of \$250,000 as a guarantee to the City of the completion and performance of the work covered in the awarded contract and this RFP, as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this RFP and/or awarded contract.

## **SECTION II – TYPE OF SOLUTION SOUGHT**

The City seeks to implement a “state of the art” System, which will satisfy all of the City’s current requirements, as specified in this RFP, yet be simple to maintain and inexpensive to upgrade and expand to satisfy future needs for additional functionality and/or capacity. The City requests that Proposers offer their “best” currently available solutions that will satisfy the requirements set forth in this RFP.

Proposers are required to define their solution in detail and to describe the ways in which it meets the requirements defined in the RFP. Proposers are also required to define and elaborate on any other features, functions and/or capabilities included in their Proposals, but not stated as requirements in the RFP. Proposers are also expected to respond to the three (3) Optional Proposal Items listed in Section A.

### **A. Network Infrastructure Requirements**

The System must consist of a wireless network covering all 7.1 square miles of the City of Miami Beach (“the Coverage Area”). Specifically, the network must meet the following requirements.

- Support throughout the Coverage Area for wireless access from desktop PCs, laptop PCs, handheld devices, mobile phones and other manned or unmanned devices equipped with either an IEEE 802.11b or 802.11g (“Wi-Fi”) wireless interface. Should the proposed solution include mechanisms (proprietary or otherwise) that mitigate any degradation of performance inherent in mixed 802.11g and 802.11b environments, Proposers are encouraged to state this in their Proposals and elaborate on these mechanisms.
- Support throughout the Coverage Area for “best-effort” service with an average net throughput per subscriber of one (1) megabit per second (Mbps) upstream (client device to network) and downstream (network to client device) transmission.
- 95% in-street (outdoor) coverage for the devices referenced above within the Coverage Area with no additional hardware required beyond the device’s standard wireless interface.
- 70% in-building (indoor) coverage for residences and businesses within the Coverage Area. A residence or business is assumed covered under this requirement if a single, first or second-floor room, (e.g. adjacent to an exterior wall in the residence or business), can access the wireless network at the stated best-effort service levels. Should additional customer premise equipment (“CPEs”) be required or assumed in order to deliver this in-building



coverage, Proposers are expected to state this in their Proposals and elaborate on this requirement and their assumptions including their cost assumption. While coverage in rooms above a second-floor residence or business is not a requirement, the City does have many high-rise condominiums and hotels located throughout the coverage area. Therefore, Proposers are encouraged to elaborate on whether and how their proposed solution supports coverage to high-rise buildings and provide cost information for this coverage option.

- Proposers shall include the cost of providing in-building (indoor) coverage to 90% of residences and businesses including high-rise buildings located in the Coverage Area in **Optional Proposal Number One**. Should additional customer premise equipment (“CPEs”) be required or assumed in order to deliver this in-building coverage, Proposers are expected to state this in their Proposals and elaborate on this requirement and their assumptions including cost assumption. The City does have many high-rise condominiums and hotels located throughout the Coverage Area, therefore, Proposers are encouraged to elaborate on how their proposed solution supports coverage to high-rise buildings and provide cost information for this coverage .
- Support for having certain parks, common areas and other public spaces within the City defined and managed to allow any user with a mobile device to gain free and open access to the System while in these areas. The City will provide a list of planned hot zone locations to Proposers who attend the Pre-Proposal meeting.
- Proposers shall provide any additional infrastructure, deployment, management, software and cost increases for providing public access Citywide in **Optional Proposal Number Two**.
- Battery and/or solar power backup for all network equipment sufficient to assure continuous operation at full power and functionality for a period of not less than one (1) hours in the absence of utility power.
- Proposers shall provide cost information in **Optional Proposal Number Three** for longer term battery backup for all network equipment sufficient to assure continuous operation at full power and functionality for a period of not less than ten (10) hours in the absence of utility power. If the Proposer has more than one option for extended battery life based on time (for example, 5 hours backup, 10 hour backup, and 15 hour backup), the Proposer shall provide cost information for each option.

- Support for a mixed wireless and wired “backhaul” solution to aggregate Wi-Fi network traffic from multiple subscribers and access points back to an Internet point of presence (“PoP”). The City wants a minimum of 75% of these backhaul requirements met using a fixed, point-to-multipoint (“P2MP”) wireless solution, however Proposers may propose the most appropriate, reliable and cost-effective solution (wired or wireless) for their specific Proposals.
- Support for the use of City-owned structural assets, such as street light poles and utility poles or other assets which the City may provide access to. The City will provide electronic data on a compact disc (“CD”) with street pole layer coverage to Proposers that attend the Pre-Proposal Meeting. The data will not be provided in a GIS format.
- Support for pole, roof and wall mount options for wireless network equipment.
- Compliance to IP56/NEMA4 dust and water ingress ratings for all outdoor-mounted equipment. Since the City is bordered to the east by the Atlantic Ocean, salinity is a major concern. Proposers are strongly encouraged to provide detailed information regarding the anti-corrosive features of their proposed solution along with case studies from deployments in other cities in a high salinity environment.
- Support for ambient temperature ranges of 0 F to +122 F for all outdoor-mounted equipment.
- Support for all outdoor-mounted equipment to withstand wind loads up to 150 mph and consistent with any codes and/or regulations that may exist within the City of Miami Beach, with no impact to operation of the System. Since the City is located in a hurricane zone, Proposers should provide detailed information regarding their proposed solution’s ability to tolerate wind load and gusts, including any information from internal tests conducted to measure wind tolerance.
- Protection against power surges, including lightning strikes, for all electrical and network connections.
- Support for the logical segmentation of the System to support different “domains” of users (e.g. secure access by government agency personnel, open access for public users, etc.). This must include the ability to define and manage different profiles for authentication, encryption and other service characteristics based on the requirements of each user domain.
- Support for having certain parks, common areas and other public spaces within the City defined and managed to allow any user with a mobile device to

gain free and open access to the System while in these areas. The City will provide a list of planned hot zone locations to Proposers who attend the Pre-Proposal meeting.

- Support for seamless, in-motion usage throughout the Coverage Area by government users. This includes the ability for subscribers to maintain “session-level” persistence while the subscriber’s device is in motion at speeds up to sixty (60) miles per hour. This capability must be supported with no interruption to applications running on the device.
- Sufficient capacity throughout the System to support the subscriber projections defined by the City at the service levels described above throughout the contract term. These subscriber projections are provided below for reference:

<b>Subscribers Analysis</b>	<b>Estimated Subscribers (thousands)</b>
<b>Residential</b>	2.7
<b>Internal Government Use</b>	1.0
<b>Daily Visitors</b>	1.1
<b>Total Subscribers</b>	4.8

- Scalable to support additional users, capacity, and functions throughout the contract term. Given that specific, future subscriber and/or public access applications are not defined in the RFP, it is critical for Proposers to elaborate on how their proposed solutions can scale and adapt in a modular way to increase coverage areas, users, capacity and functions.
- Support for both 32 bit (IPv4) and 128 bit (IPv6) IP Addressing, including multicast and anycast support.
- Support for the prioritization of network traffic for specific applications, users, devices, domains, etc. Should the proposed solution support more advanced mechanisms for guaranteed Quality of Service (“QoS”), Proposers are encouraged to state this in their Proposals and elaborate on these mechanisms.
- Battery and/or solar power backup for all network equipment sufficient to assure continuous operation at full power and functionality for a period of not less than one (1) hours in the absence of utility power.

- Fault tolerance mechanisms to mitigate and/or eliminate single points of failure for all components of the System. Proposers are encouraged to elaborate on the mechanisms proposed with their solution and the ways in which they mitigate and/or eliminate single points of failure.
- Guaranteed reliability of 99.9% for the 802.11g and 802.11b tier of the System and 99.999% for the backhaul and PoP tiers of the System. Proposers are expected to state the mean time between failure (“MTBF”) for any proposed network equipment or other components of the System and elaborate on the processes used to guarantee these service levels.
- Support within any proposed fixed wireless backhaul solution to also provide advanced subscriber services beyond the level(s) of service available through the Wi-Fi tier of the System.
- Support for state-of-the-art security standards. These must include:
  - Physical security for all critical network equipment and other components of the System via secured facilities.
  - Support for Media Access Control (“MAC”) address filtering.
  - Support for Wired Equivalent Privacy (“WEP”) encryption, including both 64 and 128 bit keys.
  - Support for Temporal Key Integrity Protocol (“TKIP”) encryption.
  - Support for Advanced Encryption Standard (“AES”) encryption.
  - Support for Wi-Fi Protected Access (“WPA”).
  - Support for 802.1x authentication using Extensible Authentication Protocol (“EAP”) and “Remote Authentication Dial-In User Service” (“RADIUS”).
  - Support for the suppression of Extended Service Set Identifier (“ESSID”) broadcasts.
  - Support for multiple ESSIDs and the ability to map ESSIDs individually to Virtual LANs (“VLANs”).
  - Support for filtering of traffic based on Internet Protocol (“IP”) addresses, subnets and Transmission Control Protocol (“TCP”) ports.
  - Support for Virtual Private Network (“VPN”) tunneling.
  - Support for encryption of all control and network management traffic transmitted within the System.
- Proposers are strongly encouraged to provide innovative solutions for powering Wi-Fi nodes with long-term batteries (charging daily) or solar panels. Proposers should outline regular maintenance, upkeep, and replacement times for any battery solutions and provide data from any relevant case studies using a solar or battery solution.

- City would like network to support the ability to define and manage unilateral, inbound roaming relationships whereby subscribers to other Wi-Fi services (e.g. T-Mobile, Sprint) may gain access to the System over time to support evolving business models and opportunities.
- City would like network to support the ability to define and manage unilateral, outbound roaming relationships whereby subscribers to the System may gain access to other approved Wi-Fi services over time to support evolving business models and opportunities.

## **B. Architecture and Design Services**

Proposers must define in their Proposals a preliminary architecture for the System as well as the services to conduct a more thorough and detailed design for the System if selected as the winning Proposer. These services must include:

- The development of an overall architecture for the System, to include all network equipment, hardware, software and other components required to meet the requirements defined in the RFP.
- A detailed design for the network infrastructure, which takes into account the City's unique land area, geography, terrain, foliage, morphology (land use), structural mounting assets and other factors that may impact the performance, reliability or scalability of the System.
- A detailed design for how any wireless spectrum will be allocated, re-used and managed throughout the System to ensure efficiency, minimize interference and maximize capacity. The results of a citywide radio frequency (RF) study commissioned by the City in 2005 will be made available in printed format at the Pre-Proposal Meeting.
- A detailed design for how the network equipment, hardware, software and other components proposed are to be integrated to meet the requirements defined in the RFP. The City is a "Cisco shop" and Proposers are strongly encouraged to consider this when choosing hardware (routers and switches only, not Wi-Fi or WiMAX solutions).
- A detailed description of the core business processes to be used throughout the System (e.g. call flow for customer service, billing cycles, trouble ticketing).
- A detailed plan describing how the reliability requirements and service levels defined in the RFP will be achieved.

- A detailed plan describing the tools and processes to be used for all pre-installation site acquisition, site survey, propagation modeling and other work required to determine the configuration for all infrastructure components in the System. This must include the proposed number, type, location and configuration of all network equipment and other components.
- A detailed plan describing the tools and processes to be used for all post-installation testing and verification of performance, reliability and scalability for all parts of the Coverage Area.
- A detailed description of the deliverables to be provided to the City following the post-installation testing and verification process.
- A detailed Implementation Plan, Statement of Work, Project Schedule and Milestone Payment Schedule as specified in this RFP.
- A final “as built plan” for the network infrastructure, supplied in ESRI coverage (.e00) or shapefile format. All base mapping must be accurate to 1"=200' national mapping accuracy standards.

### **C. Installation Services**

Proposers must include in their Proposals the turnkey installation and configuration services required for the successful deployment of the System. This is to include, but not be limited to the following:

- The installation and configuration of all network components, access points, routers, bridges and other network equipment.
- Coordination with the City and any other parties required for access to any structural assets, facilities or permits required for the installation of the System.
- The ramp-up and activation of all services defined as requirements in the RFP, to include but not be limited to customer service, technical support, hosting, OSS, network management systems, processes and personnel.
- The configuration and integration of all components in the Systems to meet the requirements defined in the RFP.
- Adherence to any FCC rules or guidelines for the configuration and installation of any wireless equipment using licensed or unlicensed spectrum, with specific emphasis on Part 15 of Title 47 of the Code of Federal Regulations for unlicensed operation.

- Any tuning required throughout the contract term to meet the service level agreements (“SLAs”) defined in the RFP.
- A safety plan detailing precautionary measures taken to mitigate risks during installation.

#### **D. Telecommunications Provisioning and Services**

The City is planning a fiber network to connect City buildings and other important locations. The City also receives highly competitive rates on telecommunications services and plans to fund the backhaul Internet connection separately from this RFP. However, Proposers must include in their Proposals a detailed description about network capacity estimates for aggregation points and maintenance services for any wired or wireless leased line telecommunications services needed to support their Proposal throughout the contract term. This is to include, but not be limited to the following:

- A detailed description for how capacity estimates for all aggregation points in the System was derived. This description can use either or both of the following methods:
  - Concurrent subscriber bandwidth usage for each category of service referenced in Section I and subscriber projection defined in Section I of the RFP, expressed in kilobits per second (Kbps) per subscriber.
  - Oversubscription rates for each category of service referenced in Section I and subscriber projection defined in Section I of the RFP, expressed as a ratio of subscriber bandwidth sold to net aggregation-point bandwidth available.
- Proposers should consider provisions for alternate peering points over time

#### **E. Network Monitoring and Management Services**

Proposers must include in their Proposal a turnkey solution for the monitoring and management of the System. This must include all network equipment, hardware, software, tools, personnel and other components required to meet the reliability and performance goals of the RFP.

At a minimum, Proposals should define and elaborate on how the proposed solution addresses the five ISO network management functions summarized below.

- **Performance Management** – Measures and makes available various aspects of network performance so that inter-network performance can be maintained at an acceptable level. Examples of performance variables that might be provided include, but are not limited to network throughput, user response times, and component utilization.
- **Configuration Management** – Monitor network and system configuration information so that the effect of configuration changes (intentional or unintentional) can be tracked and managed.
- **Accounting Management** – Measure network-utilization parameters so that individual or group uses on the network can be regulated appropriately. Such regulation should minimize network problems and maximize the fairness of network access across all domains and users.
- **Fault Management** – Detect, log, notify support organizations and users (where appropriate) of, and (to the extent possible) automatically fix network problems to keep the network running effectively. This should include proactive determination of symptoms, isolation of problems and rapid resolution
- **Security Management** – Control access to network and system resources according to defined policies so that the network cannot be sabotaged (intentionally or unintentionally) and those without appropriate authorization cannot access sensitive information.

In addition to supporting the five functional areas listed above, Proposals must further meet the following technical requirements:

- Support for event notifications
- Support for group management of system components
- Built-in configuration database
- Support for Simple Network Management Protocol (“SNMP”) standards
- Graphical representation of network data
- Support for configurable Access Control Lists (“ACLs”)
- Ability to drill-down on System components
- Ability to auto discover new devices in the System
- Support for wireless proxy agents for non-SNMP devices
- Support for statistical reporting
- Support for remote management and updates of remote system components from a central location
- Compatible with end point CSA client for remote users
- Compatible with City’s existing network management software suites CiscoWorks Version 5.5 and SolarWinds Version 8.0. The City intends to use CiscoWorks Version 5.5 to monitor devices on the network while SolarWinds



Version 8 will be used for troubleshooting purposes. The City will consider using additional network management software but compatibility with these two software programs is required.

## **F. Network Maintenance and Upgrade Services**

Proposers must include in their Proposals a detailed plan and all costs for routine maintenance of the System. This should include any assumptions for spare inventory, upgrade cycles, capacity upgrades, or similar needs.

Proposers must also propose a solution that mitigates the risk of obsolescence in the System over time. Proposals must include a detailed plan and all associated costs for how the network will be upgraded during the contract term. Proposals must include fixed costs for replacement units. Proposers must also detail support plan and fixed price structure for installing new nodes on as-needed basis during the entire contract term to support additional capacity requirements if necessary.

The City's plan calls for a complete replacement of the network infrastructure during a period of six (6) years. This should be interpreted not as a "forklift upgrade" during Year Six, but rather a continuous process of "technology refresh" throughout the contract term.

Proposals must include a detailed plan for how and when this technology refresh process will occur during the contract term. This should be tailored to the specific technology solution proposed. Proposals must also comply with the following:

- An upgrade plan must be submitted in advance of any planned update, subject to review and approval by the City
- Minimal interruption of service can occur during these upgrades
- Backwards compatibility must be provided for existing applications, services and subscribers as upgrades occur
- Upgrade plans will consider the specific product roadmap for the equipment vendor(s) in the Proposal

## **G. Operations Support Systems (OSS) Services**

Proposers must include in their Proposal a turnkey solution for an Operations Support System ("OSS") that integrates all customer service, technical support, provisioning, network element and network management components as seamlessly as possible. Specific requirements include, but are not limited to the following:

- The ability to support flexible service policies for time and for quality of service.
- The design, development, management and hosting of a subscriber software portal for the System. The portal must also support multi-lingual usage.
- The ability to support co-branding of the portal.
- The ability to define basic access and other value added service plans for evolving business model opportunities over time.
- The ability to perform usage tracking, customer reporting and usage policy enforcement.
- Interoperability with RADIUS-based public access points and gateways.

## **H. Customer Service and Technical Support Services**

Proposers must include in their Proposal a turnkey solution for “tier-one” customer service and technical support via a call center or other mechanism for public access hot zones and “tier-two” customer service and technical support via a call center or other mechanism for government users. Tier-one service refers to the diagnosis and resolution of issues identified by public users at hot zone locations throughout the City. Tier-two service refers to the diagnosis and resolution of issues identified by the City’s IT department help desk that provides tier-one support to government users.

The City has committed to provide tier-one customer service and technical support to government users only, meaning that the City’s IT help desk will be the “first line of defense” for government subscribers on the network. Specific tier-two requirements that must be met by Proposers include:

- Issues from tier-one City IT help desk agents dealing with technical problems reported by government subscribers (technical support issues).
- A toll free 1-800 number for the City IT help desk to contact the Proposer in order to report an issue and obtain a resolution.
- Tier-two support hours are expected to be 24x7x365.
- Proactive notification to the City for network problems, outages and other issues affecting the System via e-mail and Web interface.
- The development, maintenance and hosting of a library containing electronically available frequently asked questions (“FAQ”) to aid in self-support.
- A secure, managed database of City call tracking detail, resolutions, etc. This system should be fault tolerant and backed up on a regular schedule. The system should also support secure login to private areas by the City and

include a system to retain all relevant documents for a period of at least two (2) years.

- The creation and routine delivery of pre-defined and ad-hoc reports on issues, wait times, abandoned calls, resolution times and other standard customer service and technical support metrics.
- While no “warm transfer” of subscriber issues will be escalated from City agents, Proposers are expected to support “three-party calls” with the Proposer agent, City agent and subscriber to diagnose and resolve an issue. City IT Help Desk agents will be required to retain ownership of the subscriber call.
- The ability to support “total call management”, referring to the diagnosis and resolution throughout the lifecycle of a subscriber or City agent issue. This must include the ability to track a call from the time the issue is reported, through any escalation to other parties, and the closed-loop resolution with the City agent.
- Proposers are encouraged to include more information and price estimates for the ability for City IT help desk agents to also report an issue and obtain a resolution via e-mail, Web based interface and interactive messaging (“chat”).
- Proposers are encouraged to include more information and price estimates for a dedicated technical expert, with knowledge of all aspects of the System, available to the City on a telephone or pager basis, 24x7x365.

The general types of customer service and technical support issues that must be supported for public access hot zones are listed below. Note that this list should serve only as a guideline for defining requirements. Proposer shall provide tier-one support for hot zone technical support and shall detail escalation path with specific vendors in Response. Proposers are encouraged to elaborate in their Proposals on more detailed call types needed to meet the goals defined in the RFP.

- A toll free 1-800 number for hot zone users to contact the Proposer in order to report an issue and obtain a resolution.
- Tier-one support hours are expected to be 24x7x365.
- The development, maintenance and hosting of a library containing electronically available frequently asked questions (“FAQ”) to aid in self-support.

- A secure, managed database of hot zone call tracking detail, resolutions, etc. This system should be fault tolerant and backed up on a regular schedule. The system should also support secure login to private areas by the City.
- The creation and routine delivery of pre-defined and ad-hoc reports on issues, wait times, abandoned calls, resolution times and other standard customer service and technical support metrics.
- Proposers are encouraged to include more information and price estimates for the ability for City IT help desk agents to also report an issue and obtain a resolution via e-mail, Web based interface and interactive messaging (“chat”).

In addition to the requirements stated above, Proposers are encouraged to elaborate in their Proposals on the following issues:

- Estimates for SLAs for call triage, call response times, issue resolution times, and similar obligations that can be committed to by the Proposer.
- Any additional features and functions supported by their solution.
- Any preliminary call or process flows demonstrating how processes can or should be integrated between subscribers, City agents and tier-two agents from the Proposer
- Any supported integration between the proposed solution and other enterprise resource planning (“ERP”), customer relationship management (“CRM”), OSS or other back office systems
- Any additional features for knowledge management and/or other technologies that will result in improved customer service and technical support

## **I. Software Hosting and Facilities Services**

The City will provide secure, appropriate government facilities for the software and equipment used to support the network. However, Proposers will be responsible for hosting the splash page/portal for the public access hot zones. Proposers must also include in their Proposals all costs and detail for the following facilities-related services:

- Backup and recovery tools and processes
- Proactive capacity planning
- Problem avoidance and change management tools and processes

This section must include compliance to the base requirements listed above and a definition of the methods used to ensure that capacity and availability will be adequate to support the subscriber and service projections listed in Section I.

## **J. Program and Project Management Services**

Proposers must provide program and project management services throughout the contract term. Specifically, these services must include:

- The designation of an executive sponsor from the Proposer company who has the authority to make key financial, legal, operational and other decisions required for compliance with the contract terms.
- The designation of a primary or single point of contact (“SPOC”) from the Proposer’s company for all business and technology-related issues.
- The delivery of routine program and project status reports to the City. These status reports must include:
  - Date of report
  - Summary of program and/or project status
  - Items completed during last reporting period
  - Items planned for next reporting period
  - Issues and risks identified
  - Mitigating factors for issues and risks identified
  - Project schedule, timeline, tasks, owners
  - SLA compliance status for prior reporting period
  - Other issues as deemed appropriate or required by the City
- The designation of an issue escalation path, which is to include the names and contact information of personnel from the SPOC to the executive sponsor, the types of issues requiring escalation, timeframes, and other parameters

## **K. Proof of Concept**

The City anticipates that up to three (3) Proposers will be required to conduct a limited proof of concept implementation of its proposed solution in order to demonstrate the viability of the solution and its compliance with RFP requirements.

The proof of concept will be required in the October, 2005, through December, 2005, timeframe, and successful, timely completion of the proof of concept, or adjustment of the proposed solution and/or implementation plan to address, to the City’s satisfaction,

any deficiencies revealed by the proof of concept, will be a condition of the Proposer remaining in the second round of consideration.

The scope of the proof of concept will be determined based on the Proposal and final scope of work, but the City anticipates that it will take one month for network installation and launch and one month for network testing; and would include at least the following: design, deployment and management of the network infrastructure proposed by Proposer in a defined geographic area of up to one-half (1/2) square mile, to be designated by the City, and successful performance of all System functions in accordance with RFP requirements, for all data generated in a designated period. Proposals must describe in detail, as part of the implementation plan required in Section III Implementation Plan, Statement of Work, Project Schedule, and Milestone Payment Schedule, a proof of concept implementation that meets these requirements and is in the judgment of the Proposer sufficient to demonstrate the functionality and viability of the recommended solution. The City reserves the right to forego the proof of concept implementation if, in the City's sole judgment, the solution contained in the successful Proposal and final scope of work does not require a proof of concept.

Below is the City's pilot deployment schedule on a week-level basis:

Tasks	3-Oct	10-Oct	17-Oct	24-Oct	31-Oct	7-Nov	14-Nov	21-Nov	28-Nov	5-Dec	12-Dec	19-Dec	26-Dec	2-Jan	9-Jan	16-Jan	23-Jan
Deploy optional pilot network(s)																	
Test Pilot Networks																	
Deliver report on pilot network(s) test results																	
Select final vendor & conclude negotiations																	
Project Start																	

Since arranging backhaul connectivity can be time consuming, the City can arrange one (1) T1 line for each Proposer selected for the "proof of concept" provided by BellSouth to provide backhaul for the network. However, the Proposers selected to deploy a pilot shall reimburse the City for the cost of the T1 line by Friday, December 2, 2005, or face automatic disqualification from further consideration by the City. Proposers are not required to use the T1 line arranged by the City. If Proposer elects not to use the City's backhaul arrangement, Proposers must contact a provider of their choice capable of quickly installing a T1 level or higher line(s) to support the pilot network area prior to RFP submission. The Proposer shall provide either a written commitment to use the City's prearranged backhaul connection and fully reimburse the City for its expenses or provide detailed information on the provider chosen in the response including, at a minimum, physical location of business office and estimated timeline to install and activate backhaul connection. Proposer does not have to use the same telecommunications provider for the proof of concept that may be proposed for the Citywide network.

Proposers selected for the Proof of Concept phase that are unable to fully deploy and launch the pilot network by Friday, December 2, 2005, will be automatically disqualified from further consideration by the City.

The City will conduct network performance testing on the pilot network(s) during the month of December. The City will conduct throughput, response time, and streaming media performance tests on each pilot network. Site surveys will be conducted to measure signal strength throughout the pilot area, both indoors and outdoors. Each Proposer who deploys a pilot network will be required to keep a daily log of network uptime and downtime. The City will evaluate each pilot network according to weighted criteria outlined in this RFP. Additional information on the test suite will be given to Proposer(s) selected to deploy a pilot network.

## **L. Maintenance and Support Services**

The Proposal must include a section describing the maintenance and support services to be provided under the contract resulting from the RFP. A minimum of one (1) year of maintenance/support services, commencing on final acceptance of the System and project by the City, must be included in the fixed price cost proposal, with the price identified in a separate line item. The City expects that maintenance and support will be furnished on a “turnkey” basis – i.e. the successful Proposer will itself be contractually responsible for all maintenance and support services for all elements of the System, including but not limited to all equipment and software and any data transport services that are required under the contract, and will be the single point of contact for service and support. Proposers are requested to price five (5) additional years of maintenance and support, with the price for each of Year Two through Year Six identified in separate line items. The City expects that the successful Proposer will guarantee the availability of maintenance and support services for the System, on the foregoing “turnkey” basis, for a minimum of six (6) years from final acceptance of the System. Proposals must include a description of the proposed services, stating whether the Proposer will comply with the foregoing terms, and describing the Proposers problem resolution procedures – including problem severity classifications, response times and “fix” times for each level of severity, and the escalation procedures (including on-site service) that will apply where resolution is not immediately achieved.

## **M. Warranty**

The City requires a warranty from the successful Proposer that covers the entire Wireless Miami Beach System and all work that is provided by the successful Proposer under the contract resulting from this RFP, including, without limitation: all software, equipment, cabling, and other deliverables; network design and other designs and studies furnished and/or used in the implementation of the System; and implementation/integration services, construction services, and any other services required under the contract resulting from the RFP. The warranty will guarantee that the System will conform to the contract statement of work and to all technical specifications, performance standards, and designs for the System that are incorporated in the contract and/or furnished as deliverable under the contract. The warranty must be on a “turnkey” basis – i.e. the successful Proposer must itself be

contractually responsible for all warranty obligations and must be the single point of contact for service under the warranty. The City expects a warranty period of at least two (2) years, commencing on final acceptance of the System by the City. The price of such a two-year warranty must be included in the fixed price cost proposal, with the price identified in a separate line item. The City requests that Proposers price four (4) additional warranty years beyond the two-year warranty in separate line items of the cost proposal. Any premium charged for a warranty year – i.e. any charge in addition to the price for a concurrent year's maintenance and support services – should be identified in the cost proposal.

## **N. Training**

The City requires that the following training services be provided by Proposer:

- Proposals must provide for a minimum of two (2) weeks of informal training on the design and operation of the overall System for a minimum of four (4) City-designated persons prior to the activation of the network.
- Proposals must provide for a minimum of one (1) week of updated informal training on the design and operation of the overall System for a minimum of four (4) City-designated persons on an annual basis during the contract term.
- Proposals must set forth in detail any limitations with respect to the persons who may train on any equipment or software furnished by the successful Proposer, together with available training sources other than Contractor, if such services are otherwise available. If, for any equipment or software, such training is generally available without certification or if more than 20 vendors are certified to provide such training, a statement providing such information shall be sufficient for compliance with this requirement as to the specific equipment or software covered.
- Proposals must provide per course costs for additional training from Contractor for both the initial contract year and for the five successive contract years.

Proposals should describe, and in the Cost Proposal provide line item costs for, the training that the Proposer is capable of providing, the training methodologies and materials to be used, and the Proposer's experience in furnishing the kinds of training requested. Proposals should state clearly, in the Requirements Compliance Certification, whether each type of training requested will be offered in accordance with the requirements of this section.

It is the goal of the City to develop mutually beneficial sponsorship contracts that deliver revenue dollars and/or in-kind products or services to the City of Miami Beach in exchange for certain advertising, marketing and/or promotional considerations granted by the City.



### **SECTION III - PROPOSAL FORMAT**

The following items are required to be submitted as part of your Proposal. Proposers must comply with all administrative requirements for this RFP provided in this Section.

#### **A. Proposer Registration; Web Site Publication of the RFP**

The City strongly encourages all prospective Proposers to register with the City by signing the attendance sheet and any additional registration documents required by the City at the Pre-Proposal Meeting provided in Section I, and by submitting the form attached to the RFP and posted on the web site referenced below.

The City will exercise reasonable efforts to ensure that all Proposers attending the Pre-Proposal Meeting and registering as described will receive notices, and/or addenda to the RFP that are issued by the City; the City accepts no responsibility with respect to such notices and addenda for Proposers that have not registered.

The City anticipates that this RFP will be made available to prospective Proposers and others by posting it on the web pages:

<http://www.miamibeachfl.gov/newcity/depts/purchase/bidintro.asp>

Proposals must be submitted in accordance with Section III, and may not be submitted by electronic mail or any form of communication with or through the web site.

#### **B. Addenda to the RFP; Requests for Information; Inconsistencies**

The City may, in its sole discretion, issue addenda to this RFP containing responses to questions and requests for information, addressing matters raised at the Pre-Proposal meeting(s), clarifications of the RFP, revisions to the RFP, or any other matters that the City deems appropriate. Addenda will be issued to registered vendors and may also be obtained at the RFP Website.

Notification of the posting of addenda to the RFP on the RFP Website will be emailed to the contact person designated by the Proposer. If Proposers wish to be notified by U.S. Mail, they must so request in writing addressed to the Primary Contact.

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted to the City's Primary Contact not later than August 15, 2005 by 3:00 PM Eastern Daylight Time. All such questions and requests must be submitted in writing, by facsimile, U.S. mail, private delivery service, or hand delivery (submissions by electronic mail or by any form of communication through the City's web site are not acceptable, and may, in the City's sole discretion, be disregarded). Responses to such questions and requests shall be at the City's sole

discretion and nothing in this RFP shall create an obligation by the City to respond to the submitting party or at all. Responses may, in the City's sole discretion, be by published addendum addressed to all prospective Proposers attending the mandatory Pre-Proposal Meeting and registering; or by communication directly with the submitting party, without notice to other prospective Proposers.

No oral response by any employee or agent of the City shall be binding on the City, or shall in any way constitute a commitment by the City.

If a Proposer finds any inconsistency or ambiguity in the RFP or an addendum to the RFP issued by the City, the Proposer is requested to notify the city in writing.

### **C. Authorized Signature; Certification**

The Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company who has the power to bind the company to the requirements, terms and conditions contained in this RFP. Proposals submitted without such signature may, in the City's sole discretion, be rejected without further consideration.

The Proposer, by signing its Proposal, certifies (i) that its Proposal is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation; (ii) that it has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal; (iii) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a Proposal; and (iv) that it has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.

### **D. Proposals Binding**

By signing and submitting its Proposal, and/or submitting its Proposal and signing the Proposal transmittal letter required by Section III, *Transmittal Letter*, each Proposer agrees to be bound by the terms and conditions, including, without limitation, the prices stated therein, for a period of one hundred and eighty (180) days from the Submission Date. A Proposer's refusal to enter into a contract that reflects such terms and conditions may, in the City's sole discretion, result in rejection of the Proposal or termination of any negotiations with the Proposer.

It shall be the Proposer's responsibility to review and verify the completeness of its Proposal.

Proposers may withdraw or modify their Proposals at any time prior to the Submission Date by written notice of withdrawal or written submission of the modification, signed in the same manner and by the same person(s) who signed the initial Proposal, to the City's Primary Contact. The City reserves the right, at its sole discretion, to permit or require modifications to any Proposal after it is submitted, as

set forth in the "Reservation of Rights" sections of the RFP.

#### **E. Transmittal Letter**

One signed original transmittal letter, on the firm letterhead of the Proposer, and twelve (12) copies of the letter shall accompany the Proposal. The original letter shall be signed by a person with authority to bind the Proposer to all terms of the Proposal. Submission of the signed letter with the Proposal constitutes the Proposer's acceptance of all terms, conditions, and requirements of the RFP, and further binds the Proposer to all terms of the submitted Proposal.

The transmittal letter shall include all of the following:

- The name, street address, mailing address if different, email address, telephone number, facsimile number, and web site address (if any) of the firm submitting the Proposal;
- The name, street address, mailing address if different, email address, telephone number, and facsimile number of the person to contact in connection with the Proposal;
- The title of the RFP and City RFP number (if any), as set forth on the cover page of the RFP;
- The following statement:

By this letter, [insert firm name of Proposer] submits its Proposal in response to the City of Miami Beach's Request for Proposal for a Citywide Wireless Network. By signing this letter, the undersigned binds [insert firm name of Proposer] to all terms of the Proposal; represents and warrants that s/he has the authority to so bind [insert firm name of Proposer]; and acknowledges that [insert firm name of Proposer] and the undersigned each understands and accepts the terms, conditions, and requirements of the foregoing Request for Proposals.

- The name, street address, email address, telephone and facsimile numbers and contact person of the firm which will guarantee performance of the Contract if it is a firm other than the Proposer (including, but not limited to, parent corporations);
- A statement that the Proposal remains open and valid until at least one hundred and eighty (180) days from receipt of the proposal;

## **F. Proposal Submission Requirements**

Proposals submitted in response to this RFP shall be sent to the City Primary Contact, (see Section I of this RFP).

Submission Date, Time, and Place. All copies of the Proposal must be received not later than 3:00 PM Eastern Daylight Time on September 12, 2005, at the following location: City of Miami Beach Procurement Division, Third Floor, 1700 Convention Center Drive, Miami Beach, Florida, 33139. The City reserves the right, in its sole discretion, to reject and return without evaluation any Proposal received after the Proposal submission time and date, whether it is delivered by United States mail or otherwise.

Submissions In Electronic and Hard Copy Format. All Proposals must be submitted both electronically on CD ROM disk (in Adobe Portable Document Format, PDF) and in typewritten "hard copy" format. Submission by facsimile, by electronic mail, or by any form of communication through the City's web site, will not be accepted. The Proposals, including all graphs and charts, with no exceptions, shall be neatly typed or printed on 8-1/2 in. x 11 in. paper. Proposals shall include a table of contents listing all sections, figures, and tables and their corresponding page numbers.

Qualifications and Technical/Cost Proposals in Separate Volumes. Proposers will submit Proposals in two separate volumes (the details for each volume are provided below):

- Volume 1 - Qualifications  
Volume 1 will set forth the Proposer's qualifications, and must be labeled on the cover with "Citywide Wireless Network Proposal", Volume 1 – Vendor Qualifications." The required contents of Volume 1 are defined in the "Qualifications of Proposers" section below.
- Volume 2 – Technical Approach and Cost Proposal  
Volume 2 will set forth the Proposer's technical approach and solution for meeting the requirements of the System, and its cost Proposal, and must be labeled on the cover with "Citywide Wireless Network Proposal", Volume 2 – Technical Approach and Cost Proposal." The required contents of Volume 2 are defined in the "Technical Approach and Cost Proposal" section below.
- Volume 3 – Technical Approach and Cost Proposal for Counter Proposal  
Volume 3 is optional and should be used by Proposers who present any counter proposal. If a counter proposal is presented, Volume 3 is to include the Proposer's technical approach and cost proposal, in substantially the form and content provided below for Volume 2.

Each volume must be clearly marked on the cover with the Proposer's name and the RFP title and number, if any. The City will not be responsible for premature opening of

Proposals not properly labeled.

One original, one CD with all volumes and twelve (12) complete copies of each volume must be submitted.

#### **G. Implementation Plan, Statement of Work, Project Schedule and Milestone Payment Schedule**

The City anticipates that the entire System will be operational approximately one (1) month from commencement of its construction.

Proposers must submit the following documents (collectively, "Project Documents") as part of their Proposals, in accordance with the overall structure of the work as set forth in the RFP and the specific format and other requirements provided in this section.

Proposers are to provide a detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, principal schedule milestones, and overall time of completion. The level of detail in the project schedule should indicate these tasks, deliverables and milestones at a "week level" throughout the project timeline.

Proposers are to provide a milestone payment schedule setting forth the frequency and amount of progress payments, and identifying the tasks and deliverables ("milestones") to be completed for each payment.

The required information above must also provide the following:

- (a) an implementation plan for the proposed System and/or services that describes in detail (i) the methods, including controls, by which the Proposer manages projects of the type sought by this RFP; (ii) where software is to be developed, customized, and/or implemented as part of the project, the Proposer's software development and implementation methodology, including, but not limited to, version control, error correction, pre-delivery testing and de-bugging procedures, and post-installation testing; (iii) and any other project management or implementation strategies or techniques that the Proposer intends to employ in carrying out the work;
- (b) a detailed statement of the work to be performed, in a form that the Proposer considers appropriate and sufficient for incorporation in a contract document;
- (c) a detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, principal schedule milestones, and overall time of completion; and

- (d) a milestone payment schedule setting forth the frequency and amount of progress payments, and identifying the tasks and deliverables ("milestones") to be completed for each payment.

Proposers shall also include information required in this section regarding implementation, statement of work, detailed project schedule, and milestone payment schedule for the pilot network deployment that may be required of up to three (3) Proposers.

Proposals will be evaluated in part on the adequacy of the proposed Project Documents and pilot deployment plan. The City reserves the right, in its sole discretion, to impose additional or different requirements on any of the Project Documents submitted in any Proposal, without notice to other Proposers.

## **H. Proposal Contents**

### **Volume 1 – Qualifications of Proposers**

Proposals will be evaluated, in part, on the Proposer's ability, in the City's sole judgment, to demonstrate technical and financial capacity to perform the work it proposes in accordance with the requirements of this RFP. Proposers are accordingly required to furnish the information described below. The City reserves the right, in its sole discretion, to require additional or different qualifications information, and is the sole judge of whether the Proposer's submissions meet the information requirements provided below and are sufficient to demonstrate the Proposer's qualifications.

Volume 1 of the Proposal should include the following sections, with the information specified for each.

Volume 1: Subsection 1: Description of Proposer. The Proposer shall provide:

- (a) Name, street address, mailing address if different, email address, and telephone and facsimile numbers of the Proposer.
- (b) Year established (include former firm names and year each applied). Identify the country and state in which the firm was incorporated or otherwise organized.
- (c) Type of ownership and parent company and subsidiaries, if any. Include dates of any corporate mergers and/or acquisitions including all present and former subsidiaries with dates of any and all re-structuring since the founding date.

- (d) Address and telephone number of production facility(ies) where any of the work is to be accomplished (if different than item a); name, address, and telephone number of the proposed project manager.
- (e) A narrative description and organization chart depicting the management of the Proposer's organization and its relationship to any larger business entity.
- (f) A description of the overall operations of the Proposer, the number and scope of other projects currently ongoing or set to begin in the near future.
- (g) A narrative description of Proposer's familiarity with and prior operating experience in the Miami Beach region. Specifically identify (i) all projects in the last five years on which Proposer has worked that are valued at over \$100,000 and located in the City of Miami Beach, (ii) any contracts valued at over \$100,000 entered into with the City of Miami Beach in the last five years; and (iii) any contracts valued at over \$100,000 entered into with any other government entity in the last five years (the 30 most recent such contracts shall be sufficient; Proposers may list more than 30).
- (h) Provide, at Proposer's option, any additional information not specifically listed above which demonstrates the qualifications of the Proposer to perform the scope of work specified in this RFP.

#### Volume 1: Subsection 2: Technical Qualifications

- (a) The Proposer shall provide information that demonstrates that it possesses the technical expertise that the City requires for this RFP.
- (b) Proposers should submit references from owners of projects that are comparable in size, complexity and scope of work sought by this RFP. The references should also demonstrate the Proposer's experience with the technology solution proposed. The histories of such projects that they have completed, firm resumes and resumes of key personnel should also be included as well as other such information believed to demonstrates the indicated types of experience. All references should include the name, title, telephone number of both the current owner of the project and the owner of the project at time of work effort. Specific reasons for using the reference must also be provided.
- (c) The Proposer must demonstrate adequate experience in the following areas; the City prefers a minimum of five years such experience:
  - Wireless network infrastructure procurement
  - Wireless network architecture and design services
  - Wireless network installation services
  - Telecommunications provisioning and services
  - Wireless and wired network monitoring and management services

- Wireless network maintenance and upgrade services
- Operations Support Systems services
- Billing, receivables, collections and settlement services
- Customer service and technical support services
- Software hosting services
- Program and project management services

Volume 1: Subsection 3: Financial Qualifications. The Proposer shall provide:

- (a) A narrative that demonstrates its financial capacity to undertake and complete the project as proposed and to furnish software systems and/or services in accordance with the RFP;
- (b) A current audited statement of financial condition, prepared by an independent certified public accountant;
- (c) Financial statements for the two (2) years preceding the year to which the statement required in b applies, prepared by an independent certified public accountant;
- (d) A bank reference;
- (e) A statement disclosing any audits of the Proposer by the federal government;
- (f) A statement disclosing any state or federal bankruptcy or insolvency proceeding that it has filed or with which it is otherwise involved;
- (g) If performance and/or payment bonds are required under the RFP, a notarized letter from an approved surety stating the willingness of the surety to issue the bonds to the Proposer as principal;
- (h) A description of contracts with municipalities for work of similar type, scope, and value as the work sought by this RFP; including, for each, the name, address, and telephone number of a contact person;
- (i) A copy of the most recent Form 10-K filed by the Proposer with the U.S. Securities and Exchange Commission, and copies of all Form 8-Ks filed since the filing of the most recent 10-K. If a Form 10-K is not filed with the SEC, submit the following:
  - certified audited financial statements for the past three fiscal years including, at a minimum, income statements, balance sheets and statements of changes in financial position; if fewer than three years of financial statements are available, this information should be provided to the fullest extent possible;
  - copies of the latest quarterly financial reports;
  - a copy of the Proposer's most recent annual report;



- (j) If the Proposal is submitted by a partnership and/or joint venture, provide full information concerning the nature and structure of the partnership and/or joint venture, including:
- Entity(ies) that will be guaranteeing contract performance
  - Date of joint venture or partnership.
  - Does the agreement between members comprising the joint venture make each jointly and severally liable for contractual obligations of this project?
- (k) Any other information not specifically itemized above that it believes to be demonstrative of its financial capacity.

## **Volume 2 – Technical Approach and Cost Proposal**

Volume 2 will set forth the Proposer's technical approach and solution for meeting the requirements of the System, and its Cost Proposal. Volume 2 of the Proposal should be divided into five index-tabbed subsections, including the information identified below for each section.

Volume 2: Section 1: Organization and Management. The Proposer shall provide the following in Section 1:

- (a) Organizational charts addressing the delineation of authority and responsibilities in performing the work described in the Proposal and identifying all key personnel, including, but not limited to, the project manager.
- (b) Company affiliation, job title, and resume of each individual listed in on the organizational chart, setting forth work experience, education, professional achievements, and any publications related to the type of work to be performed. (The City will require that the key people proposed for the project participate in their proposed capacities and the City must approve any substitutions or replacements.)
- (c) Detailed descriptions of the following:
- The project management approach as defined in the "Project Approach and Plan" in the RFP Appendices;
  - All computer hardware, communications equipment, network equipment, and other equipment required for the System proposed, with detailed specifications for each;
  - Reasons for selection of hardware and software environment, if applicable,
  - The proposed proof of concept implementation, required by the RFP.

Volume 2: Section 2: Scope of Work Plan. Section 2 will provide a detailed description of the Proposer's plan for completing the work proposed in accordance with the time-of-

performance requirements of the RFP. The plan should include:

- (a) The proposed Project Documents, as provided in Section III, *Implementation Plan, Statement of Work, Project Schedule and Milestone Payment Schedule*;
- (b) A comprehensive list of tasks required to complete the scope of work proposed, with estimated effort (expressed in persons, identified by skill set, and hours) required for each task;
- (c) A detailed written description of how the Proposer intends to accomplish each task;
- (d) The name of key personnel identified in Subsection 1 who will be assigned to complete each task;
- (e) The approximate amount of time each day that each of the key personnel identified in Subsection 1 will spend on the project (e.g. Project Director will spend approximately 25 percent of his/her time during Step 1 of the project);
- (f) The items specified in the Appendices to the RFP, to the extent not provided in response to the foregoing;
- (g) All assumptions relied upon to develop the work plan and estimate and all conditions for its fulfillment as proposed, with specific emphasis on the City responsibilities; and
- (h) Any other technical or management approach or process that the Proposer will use to ensure that the project plan can be completed as proposed and in accordance with the time-of-performance constraints provided in the RFP.

Volume 2: Section 3: Technical Proposal. Section 3 should include detailed information addressing each of the following:

- (a) Topology and infrastructure diagrams defining the technology proposed;
- (b) The architecture of the proposed solution, including detailed justification for the architecture selected and information correlating each component proposed for the following areas of requirements, each of which must be described in detail:
  - Wireless network infrastructure
  - Wireless network architecture and design
  - Wireless network installation
  - Telecommunications provisioning and services
  - Wireless and wired network monitoring and management
  - Wireless network maintenance and upgrade
  - Operations Support Systems (OSS)

- Customer service and technical support
  - Software hosting
  - Program and project management
- (c) Logistical and support plan for deployment of the application. This includes details on items installed on desktops, handheld, remote devices, and servers;
- (d) Outline of City resource requirements for supporting the proposed solution;
- (e) Map of proposed Wi-Fi node locations, gateway nodes if mesh solution is proposed, and wireless backhaul towers
- (f) Outline of the disaster recovery plan for supporting the proposed solution;
- (g) Anticipated bandwidth requirements;
- (h) Server storage and hardware requirements with associated cost;
- (i) network issues such as latency, coverage issues, time-of-day performance, network congestion, packet size, and other performance factors.
- (j) Performance standards for the System proposed, including, but not limited to, the performance standards identified in this RFP, together with any network or other equipment specifications or characteristics, and any assumptions as to number of concurrent users and their levels of access, on which the performance standards are conditioned.

#### Volume 2: Subsection 4: Cost Proposal.

The Cost Proposal must conform to the requirements provided in Appendix B *Cost Proposal* and must be submitted on the template attached in Appendix B.

Proposers should note that the City is not subject to federal, state, or local sales or use taxes or to federal excise tax. The cost proposal may not include any such taxes.

#### Volume 2: Section 5: Requirements Compliance Certification

Detailed requirements for the System are provided in Section II, *Type of Solution Sought* and Appendix A, *Requirements Compliance Certification*. The Proposal must specify, for each requirement, that the proposed solution and/or services fully satisfies the requirement, does not satisfy the requirement, or partially satisfies the requirement (in which case, the extent of compliance and non-compliance with the requirement must be fully identified and explained, including all features not provided).

Proposers are accordingly required to fill out and submit the Requirements Compliance Matrix attached in Appendix A, *Requirements Compliance Certification*. To facilitate

responses and the City's review, the City will provide an electronic version of the Matrix in Excel. Each row of this spreadsheet will contain one requirement; columns in the spreadsheet will contain drop down lists with acceptable responses. The first response column will allow the vendor to select whether the requirement (i) is fully satisfied by the proposed solution, (ii) is partially satisfied, or (iii) is not satisfied at all. When the value corresponding to either "partially satisfied" or "not satisfied" is selected, the vendor will be directed (and is required) to provide an explanatory response in the next column of the spreadsheet. The permitted values for the explanatory response column are (iv) the requirement could be fully satisfied with customization of the software, (v) the requirement will be fully satisfied with the next planned release of the software, or (vi) the requirement will not be satisfied by the proposed solution.

Where (iv) is the response, the required customization must be fully described, and any additional cost to the City identified. Where (v) is the response, the release date (i.e. final, ready-for-production release date) must be provided, together with a full description of all features that the software will not provide and all respects in which it will not satisfy the requirement until such release. Where (vi) is the response, a full description of all features that the software will not provide and all respects in which it will not satisfy the requirement must be provided. These further explanations are to be provided in text sections identified by entering a reference number in the last column of the spreadsheet, with a separate reference number to the additional text for each requirement.

A snapshot of the Excel spread sheet is attached in Appendix A for purposes of illustration only.

The Requirements Compliance Matrix, in the form of a Microsoft Excel spreadsheet, is available on the RFP Website, at [www.miamibeachfl.gov](http://www.miamibeachfl.gov). The completed Matrix must be submitted both as an electronic file and as a hard copy printout incorporated in Section 5 of Volume 2. The electronic version should be included on the CDROM version of the Proposal.

## **I. Reversion to the City of Miami Beach**

The Wireless Miami Beach network and communications system will provide a fundamental service to the government users, residents, and visitors of the City of Miami Beach. In order to ensure the availability of this essential service, the City requires that the successful Proposer develop with the City a licensing and/or ownership structure for all property utilized in the operation and maintenance of the System. The agreed structure must provide (i) that upon material, uncorrected and persistent failure of the System to conform to the requirements of the Contract, the City will have immediate access to, and prompt possession of, all hardware, software, and proprietary methods and know-how that are necessary to operate and maintain the System in

accordance with Contract requirements; (ii) that upon such failure, the City automatically be granted all licenses to intellectual property necessary for the operation and maintenance of the System in accordance with Contract requirements; and (iii) that the rights and interests set forth in (i) and (ii) shall operate, to the extent permitted by law, as a priority security interest in any such assets. The City reserves the right to require that the Contract resulting from this RFP allow the City to directly finance hardware and software assets such that a purchase money security interest attaches to the assets.

## SECTION IV – EVALUATION CRITERIA

The procedure for proposal evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Proposals.
3. Opening and listing of all Proposals received.
4. Review all Proposals received for responsiveness.
5. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each proposal in accordance with the requirements of this RFP. If further information is desired, Proposers may be requested to make additional written submissions or oral presentations to the Evaluation Committee.
6. The Evaluation Committee shall recommend to the City Manager the proposal or proposals acceptance of which the Evaluation Committee deems to be in the best interest of the City. The Evaluation Committee shall base its recommendations on the following weighted criteria:

<b><u>Criteria</u></b>	<b><u>Weight</u></b>
<b><u>Soundness &amp; Quality of proposed technical proposal</u></b>	<b>25</b>
Project understanding and soundness of proposed project methodology, including but not limited to the detail and accuracy of the proposed scope and statement of work and implementation plan and the impact of the proposed solution on the operations of the City, and the demonstrated ability of the solution to enhance operational efficiency and effectiveness.	
<b><u>Proposer's financial and technical qualifications</u></b>	<b>15</b>
The Proposer's financial and technical qualifications to perform the work required by the RFP, as presented in its Proposal and determined by any other investigations conducted or information obtained by the City;	
<b><u>References</u></b>	<b>10</b>
References provided by the Proposer, particularly from projects of similar complexity and scope; and demonstrated ability to provide technical solutions comparable to those requested in this RFP;	

<b><u>Pilot Network Plan</u></b>	<b>10</b>
----------------------------------	-----------

Commitment and ability to complete the project within the time frame specified in the Proposal;

<b><u>Cost</u></b>	<b>20</b>
--------------------	-----------

The Cost Proposal, including long-term cost of any license fees, recurring maintenance and support costs, and other fees; and

<b><u>Quality of Network Maintenance Proposal</u></b>	<b>20</b>
---	-----------

The performance, reliability and scalability of the proposed System, as evaluated during a proof of concept as defined in Section II of this RFP.

<b>Total:</b>	<b>100%</b>
---------------	-------------

7. After considering the recommendation(s) of the Evaluation Committee, the City Manager may select up to three (3) Proposer(s) to participate in the pilot network deployment. However, the City reserves the right to the City Commission the proposal or proposals acceptance of which the City Manager deems to be in the best interest of the City without completing the pilot network program.
8. As outlined in this document, the Proposer(s) chosen will be required to deploy a pilot network in Miami Beach. Each pilot network will be tested by the City and/or a consultant retained by the City as outlined in the Proof of Concept section and the evaluation criteria below. The test results will then be considered by the Evaluation Committee.

In order to evaluate the pilot network deployments' unique performance, the City will test each pilot network in early December. A brief summary of the test suite is outlined the Proof of Concept section. The score earned during the pilot network testing will be added to the evaluation score the Proposer was given by the Evaluation Committee. However, the score from the Evaluation Committee will be weighted by 70%. The following criteria will be used to rank each pilot network's performance during testing and make up an additional 30% of the evaluation score for each Proposer that deploys a pilot network:

<b><u>Criteria</u></b>	<b><u>Weight</u></b>
<b><u>Score from Initial Evaluation (based on 70% of original score)</u></b>	<b>70</b>
<b><u>Technical Performance</u></b>	<b>15</b>

The pilot network's performance on throughput, response time, and streaming media tests that are conducted while the network is handling emulated traffic that reflects estimated average daily usage. Logs detailing network uptime and downtime during the pilot will also be kept, analyzed, and included in this score.

**Network Coverage**

**10**

A site survey and other tests to measure signal strength will be conducted in each pilot area. Each pilot network will be measured on how much of the geographic area is covered using both indoor and outdoor testing.

**Execution of Pilot Network Plan**

**05**

Proposer's ability to meet pilot timeline and execute pilot network plan as outlined in RFP response.

**Total:**

**100%**

9. After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the City Commission the proposal or proposals acceptance of which the City Manager deems to be in the best interest of the City.
10. The City Commission shall consider the City Manager's recommendation(s) in light of the recommendation(s) and evaluation of the Evaluation Committee and, if appropriate, approve the City Manager's recommendation(s). The City Commission may reject City Manager's recommendation(s) and select another proposal or proposals. In any case, City Commission shall select the proposal or proposals acceptance of which the City Commission deems to be in the best interest of the City. The City Commission may also reject all proposals.
11. Negotiations between the selected Proposer and the City Manager take place to arrive at a contract. If the City Commission has so directed, the City Manager may proceed to negotiate a contract with a Proposer other than the top-ranked Proposer if the negotiations with the top-ranked Proposer fail to produce a mutually acceptable contract within a reasonable period of time.
12. A proposed contract or contracts are presented to the City Commission for approval, modification and approval, or rejection.
13. If and when a contract or contracts acceptable to the respective parties is approved by the City Commission, the Mayor and City Clerk sign the contract(s) after the selected Proposer(s) has or have done so.



Important Note:

By submitting a proposal, all Proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

## **SECTION V - GENERAL PROVISIONS**

### **A. Assignment**

The successful Proposer shall not enter into any sub-contract, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its right, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the City. Any unauthorized assignment shall constitute default by the successful Proposer.

### **B. Indemnification**

The successful Proposer shall be required to agree to indemnify and hold harmless the City of Miami Beach and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful Proposer, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful Proposer shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the City in the defense of such claims and losses, including appeals.

### **C. Termination for Default**

If through any cause within the reasonable control of the successful Proposer, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, the City shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful Proposer of such termination which shall become effective upon receipt by the successful Proposer of the written termination notice.

In that event, the City shall compensate the successful Proposer in accordance with the Agreement for all services performed by the Proposer prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful Proposer shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Proposer, and the City may reasonably withhold payments to the successful Proposer for the purposes of set off until such time as the exact amount of damages due the City from the successful Proposer is determined.

#### **D. Termination for Convenience of City**

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful Proposer of such termination, which shall become effective thirty (30) days following receipt by Proposer of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the Agreement is terminated by the City as provided in this section, the City shall compensate the successful Proposer in accordance with the Agreement for all services actually performed by the successful Proposer and reasonable direct costs of successful Proposer for assembling and delivering to City all documents. No compensation shall be due to the successful Proposer for any profits that the successful Proposer expected to earn on the balanced of the Agreement. Such payments shall be the total extent of the City's liability to the successful Proposer upon a termination as provided for in this section.

#### **E. Liquidated Damages for Construction Delay, Non-Delivery**

The contract resulting from this RFP will require the contractor to pay liquidated damages in the event (i) principal milestones and/or the entire System are not delivered by the dates provided in the project schedule/implementation plan; (ii) the System is not delivered at all, or is delivered in a manner inconsistent with contract requirements; (iii) the System suffers a total or partial failure that deprives Wireless Miami Beach customers of service. The specific amounts of liquidated damages will vary with the specific condition and are subject to negotiation, but shall be sufficient, at a minimum, to cover the cost of financing the System, in the event of non-delivery; the cost of debt service; and the cost of remedial measures by the City in the case of partial to total System failure.

## **SECTION VI- CITY OF MIAMI BEACH CONTRACT REQUIREMENTS**

Any Proposer selected to enter into final negotiations will be expected to enter into a contract with the City containing terms acceptable to the City, including, but not limited to, terms substantially similar to the insurance, indemnification and other provisions set forth below. The City reserves the right to require or negotiate different and/or additional terms and conditions in any final contract resulting from this RFP if, in the sole judgment of the City, it is in the best interest of the City to do so, without notice to other Proposers and without affording other Proposers any opportunity to revise their proposals based on such different or additional terms.

Applicants may state for the City's consideration any objections to the following contract terms, or to any of the terms and conditions set forth elsewhere in this RFP, in a separate section of the Proposal. Any such objection must identify the specific section(s) objected to, state the reason(s) for the objection, and propose alternative language or terms. Requirements and terms to which no objection is asserted will be presumed acceptable to the Proposer. The City may, in its sole discretion, evaluate proposals in part according to whether the Proposer so objects, and the number and type of objections asserted.

### **A. Term and Renewal**

The City expects the initial term of the Contract shall commence on or about January 23, 2006 (the "Initial Term"). The City may, at its sole option, require a multi-year initial term of the Contract or require a one-year initial term with additional successive one year terms ("Additional Terms"), each at the City's option. Except as may be stated otherwise in such amendment, the terms and conditions of this Contract shall apply throughout each Additional Term.

### **B. Conditional Acceptance**

- (a) Contractor shall notify the City in writing when Contractor contends that all Work comprising a Milestone as set forth in the Milestone Payment Schedule is completed and ready for Conditional Acceptance by the City. Within thirty (30) days following receipt of Contractor's written notice, the City shall issue its written statement of Conditional Acceptance of the Milestone, or its written notice that the Work comprising the Milestone is not Conditionally Accepted. Conditional Acceptance will not be unreasonably withheld provided that all Work comprising the Milestone is completed and conforms to the Conditional Acceptance Standards.
- (b) In the event any Work comprising a Milestone is rejected by the City, the City shall, in its notice of rejection, specify in reasonable detail the reasons for the rejection,

including a description of the defects on which the rejection is based. Contractor shall, within five (5) business days following receipt of City's notice, deliver to the City its plan for correcting all defects identified in the City's notice. Upon the City's written approval of the plan of correction, Contractor shall proceed to correct the defective Work in accordance with the approved plan and shall complete all corrections within fifteen (15) calendar days following receipt of the City's approval of the plan, or such longer period as the City may agree to in writing (the "First Correction Period"). Upon completion of the corrections, Contractor shall notify the City in writing of such completion. The City shall determine whether the corrected Work complies with the Conditional Acceptance Standards and issue its written notice of Conditional Acceptance or rejection of the corrected work to Contractor. If the Work is rejected a second time, Contractor shall again be required to correct the defects within five (5) days; and if the Work still does not comply with the Conditional Acceptance Standards, following the Second Correction Period, the City may, in its sole discretion, (i) request Contractor, in writing, to remove the rejected portion at Contractor's expense and to restore the System (and the premises, if applicable) to its condition prior to performance of the Milestone; and/or (ii) remove the rejected portion itself, at Contractor's expense, if Contractor does not comply with such request; and/or (iii) perform the rejected portions of the work itself, through its own personnel or third parties, at Contractor's expense.

(c) The Conditional Acceptance Standards consist of the following:

- The descriptions of functionality and standards of performance that are set forth in the Statement of Work (Section II), the Performance Standards (Volume 2: Section 3), the Functional Requirements (Section II), and elsewhere in this Contract that apply to the Milestone;
- The manufacturer's (including, without limitation, Contractor's, where applicable) most current published specifications for the Software, Equipment, and Deliverables that apply to the Milestone;
- System designs, as accepted and approved by the City;
- the test criteria and standards of performance provided in the Test Plan(s) (as defined in Section IV, Acceptance Test(s); Test Plan(s)) that are accepted and approved by the City and apply to the Milestone; and
- Successful completion of the Conditional Acceptance Tests and the Reliability Period provided in Section VI.

### **C. Final Acceptance**

- (a) Contractor shall notify the City in writing when Contractor contends that all Work required for the Project is completed and that the System and all other components of the Project have been fully performed in accordance with the Contract, including, without limitation, the Final Acceptance Standards as set forth in this section, and the Work is ready for Final Acceptance Test(s). Following receipt of such notice, the City shall establish a schedule for commencing and conducting the Final Acceptance Test(s); the commencement date shall be not more than thirty (30) calendar days

following the date on which the City receives Contractor's notice except as may be agreed otherwise by the parties. The Project shall not be Finally Accepted unless and until the System and all other components of the Project function together as an integrated whole in accordance with the Final Acceptance Standards.

(b) The Final Acceptance Standards consist of the following:

- the descriptions of functionality and performance and all standards of performance that are set forth in the Statement of Work (Section II), the Performance Standards (Volume 2: Section 3), the Functional Requirements (Section II), and elsewhere in this Contract;
- the Documentation;
- the manufacturer's (including, without limitation, Contractor's, where applicable) most current published specifications for all Software, and Deliverables;
- all design documents prepared by Contractor under the Contract, including, without limitation, the Preliminary Design and Detailed Design;
- the test criteria and standards of performance set forth in the Test Plan(s), as accepted and approved by the City; and
- successful completion of the Final Acceptance Tests and the Reliability Period provided in Sections VI.

#### **D. Acceptance Test(s); Test Plan(s)**

The Services and Deliverables comprising each Milestone in the Milestone Payment Schedule shall be subject to conditional acceptance testing as approved and accepted by the City (the "Conditional Acceptance Tests"), and the Services and Deliverables as an integrated system shall be subject to final acceptance testing as approved and accepted by the City (the "Final Acceptance Tests"). No Conditional or Final Acceptance Test or other test of the Services and Deliverables shall commence unless and until Contractor has delivered and the City has accepted and approved, in writing, Contractor's written plan or plans setting forth, for the Conditional Acceptance Test(s) and the Final Acceptance Test(s), a test method and criteria and standards of performance that must be satisfied for the test to be successful (collectively, the "Test Plan(s)"). The Test Plan(s) shall include, without limitation, test methods and criteria and standards of performance for all Project Milestones identified in Volume 2: Section 2, and otherwise conform to the general test requirements; and shall fully test the System for conformance to the Performance Standards and other Final Acceptance Standards. The Test Plan(s) shall be Deliverables under the Contract.

#### **E. Reliability Periods**

(a) For Conditional Acceptance: The System elements or Milestones to be Conditionally Accepted must function in conformance with the Conditional Acceptance Standards and without any Material Defect or Material Failure for a period of ninety (90) consecutive calendar days, commencing on the day following the first successful completion of the Conditional Acceptance Test. In the event any

System element or work comprising a Milestone suffers any Material Defect or Material Failure prior to the expiration of such period (the "Reliability Period"), Contractor shall remedy such Material Defect, and a new ninety (90) consecutive calendar day Reliability Period (the "Second Reliability Period") shall begin on the day that Contractor notifies the City that the remedy has been completed. In the event System element or work comprising a Milestone does not successfully complete the Second Reliability Period without any Material Defect, the City may, at its sole discretion, proceed in accordance with Section V regarding termination and exercise any remedy provided therein.

- (b) For Final Acceptance: It shall be a condition of Final Acceptance that the completed and fully integrated System function in conformance with the Final Acceptance Standards and without any Material Defect for a period of one hundred and eighty (180) consecutive calendar days, commencing on the day following the first successful completion of the Final Acceptance Test. In the event the System suffers any Material Defect or Material Failure prior to the expiration of such period (the "Reliability Period"), Contractor shall remedy such Material Defect Failure, and a new one hundred and eighty (180) consecutive calendar day Reliability Period (the "Second Reliability Period") shall begin on the day that Contractor notifies the City that the remedy has been completed. In the event the System does not successfully complete the Second Reliability Period without any Material Defect, the City may, at its sole discretion, terminate the Contract for default and exercise any one or more of the remedies provided to the City in Section V (Termination).

## **SECTION VII- SPECIAL TERMS AND CONDITIONS**

### **A. Insurance**

Successful Proposer shall obtain, provide and maintain during the term of the Agreement the following types and amounts of insurance which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+ VI or higher rating in the latest edition of AM Best's Insurance Guide. Any exceptions to these requirements must be approved by the City's Risk Management Department.

### **B. Commercial General Liability**

A policy including, but not limited to, comprehensive general liability including bodily injury, personal injury, property damage in the amount of a combined single limit of not less than \$1,000,000. Coverage shall be provided on an occurrence basis. The City of Miami Beach must be named as certificate holder and additional insured on policy.

### **C. Automobile Liability**

A policy including, but not limited to, automobile liability including bodily injury, personal injury, property damage in the amount of a combined single limit of not less than \$1,000,000. Coverage shall be provided on an occurrence basis. The City of Miami Beach must be named as certificate holder and additional insured on policy.

### **D. Worker's Compensation**

A policy of Worker's Compensation and Employers Liability Insurance in accordance with State worker's compensation laws as required per Florida Statutes.

Said policies of insurance shall be primary to and contributing with any other insurance maintained by Selected Proposer or City, and shall name the City and the officers, agents and employees of said organizations as additional insured while acting within the scope of their duties but only as to work performed by the Selected Proposer under this Agreement. This policy cannot be canceled without thirty (30) days prior written notice to the City.

The Selected Proposer shall file and maintain certificates of all insurance policies with the City's Risk Management Department showing said policies to be in full force and effect at all times during the course of the Agreement. No work shall be done by the



Selected Proposed during any period when it is not covered by insurance as herein required. Such insurance shall be obtained from brokers of carriers authorized to transact insurance business in Florida and satisfactory to City.

Evidence of such insurance shall be submitted to and approved by City prior to commencement of any work or tenancy under the proposed Agreement.

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of selected Proposer outside the proposed Agreement, selected Proposer shall give City prompt written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords the City. Selected Proposer shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

#### **E. Failure to Procure Insurance**

Selected Proposer's failure to procure or maintain required insurance program shall constitute a material breach of Agreement under which City may immediately terminate the proposed Agreement.

## **SECTION VII - PROPOSAL DOCUMENTS TO BE COMPLETED AND RETURNED TO THE CITY**

- 1. Proposer Information**
- 2. Acknowledgment of Addenda**
- 3. Declaration**
- 4. Questionnaire**
- 5. Appendix A – Requirements Compliance Certification**
- 6. Appendix B- Cost Proposal Requirements**

## PROPOSER INFORMATION

Submitted by:

---

Proposer (Entity):

---

Signature:

---

Name (Typed):

---

Address:

---

---

City/State:

---

Telephone:

---

Fax:

---

---

It is understood and agreed by Proposer that the City reserves the right to reject any and all Proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the RFP or in the Proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

---

(Authorized Signature)

---

(Date)

---

(Printed Name)

**ACKNOWLEDGMENT OF ADDENDA**  
**REQUEST FOR PROPOSALS NO. 36-04/05**

Directions: Complete Part I or Part II, whichever applies.

---

**Part I:** Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum No. 1, Dated \_\_\_\_\_

Addendum No. 2, Dated \_\_\_\_\_

Addendum No. 3, Dated \_\_\_\_\_

Addendum No. 4, Dated \_\_\_\_\_

Addendum No. 5, Dated \_\_\_\_\_

---

**Part II:** \_\_\_\_\_ No addendum was received in connection with this RFP.

---

Verified with Procurement staff

_____ Name of Staff Member	_____ Date
-------------------------------	---------------

_____ Proposer - Name	_____ Date
--------------------------	---------------

\_\_\_\_\_  
Signature

## DECLARATION

**TO:** Jorge M. Gonzalez  
City Manager  
City of Miami Beach, Florida

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

The undersigned, as Proposer, declares that the only persons interested in this proposal are named herein; that no other person has any interest in this proposal or in the contract to which this proposal pertains; that this proposal is made without connection or arrangement with any other person; and that this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer agrees if this proposal is accepted, to execute an appropriate City of Miami Beach document for the purpose of establishing a formal contractual relationship between the Proposer and the City of Miami Beach, Florida, for the performance of all requirements to which the proposal pertains.

The Proposer states that this proposal is based upon the documents identified by the following number: RFP No. 36-04/05.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**TITLE (IF CORPORATION)**

## QUESTIONNAIRE

**Proposer's Name:**

---

**Principal Office Address:**

---

---

**Official Representative:**

---

**Individual  
Partnership (Circle One)  
Corporation**

**If a Corporation, answer this:**

**When Incorporated:**

---

**In what State:**

---

**If a Foreign Corporation:  
Date of Registration with  
Florida Secretary of State:**

---

**Name of Resident Agent:**

---

**Address of Resident Agent:**

---

**President's Name:**

---

**Vice-President's Name:**

---

**Treasurer's Name:**

---

**Members of Board of  
Directors:**\_\_\_\_\_

---

---

---

---

**If a Partnership:**

**Date of organization:**\_\_\_\_\_

---

**General or Limited Partners:** \_\_\_\_\_

**Name and Address of Each Partner:**

**NAME**

**ADDRESS**

_____	_____
_____	_____
_____	_____
_____	_____

**\* Designate general partners in a Limited Partnership**

---

**1. Number of years of relevant experience in operating similar  
business:**\_\_\_\_\_

**2. Have any similar agreements held by Proposer ever been canceled?**  
**Yes ( ) No ( )**

**If yes, give details on a separate sheet.**

**Questionnaire (continued)**

3. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last 5 years?

If yes, please explain:

---

---

---

---

4. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes ( ) No ( )

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary on a separate sheet.

5. Person or persons interested in this bid and Qualification Form have ( ) have not ( ) been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words)

Explain any convictions:

---

---

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

---

---



**B. List all judgments from lawsuits in the last five (5) years:**

---

---

**C. List any criminal violations and/or convictions of the Proposer and/or any of its principals:**

---

---

**7. Conflicts of Interest. The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal: (If none, state same.)**

---

---

**8. Public Disclosure. In order to determine whether the members of the Evaluation Committee for this Request for Proposals have any association or relationships which would constitute a conflict of interest, either actual or perceived, with any Proposer and/or individuals and entities comprising or representing such Proposer, and in an attempt to ensure full and complete disclosure regarding this contract, all Proposers are required to disclose all persons and entities who may be involved with this Proposal. This list shall include public relation firms, lawyers and lobbyists. The Procurement Division shall be notified in writing if any person or entity is added to this list after receipt of Proposals. (Use additional sheet if needed)**

---

---

---

---

**The Proposer understands that information contained in this Questionnaire will be relied upon by the City in awarding the proposed Agreement and such information is warranted by the Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Proposer, as may be required by the City Manager.**

The Proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Beach Police Department. By submitting this questionnaire the Proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

**WITNESS:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

**IF INDIVIDUAL:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

**WITNESS:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

**IF PARTNERSHIP:**

\_\_\_\_\_  
**Print Name of Firm**

\_\_\_\_\_  
**Address**

**By:** \_\_\_\_\_  
**General Partner**

\_\_\_\_\_  
**Print Name**

**WITNESS:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

**IF CORPORATION:**

\_\_\_\_\_  
**Print Name of Corporation**

\_\_\_\_\_  
**Address**

**By:** \_\_\_\_\_  
**President**

**(CORPORATE SEAL)**

**Attest:** \_\_\_\_\_  
**Secretary**

## APPENDIX A

### REQUIREMENTS COMPLIANCE CERTIFICATION

Requirements Compliance Certification	Satisfied	Partially Satisfied	Not Satisfied	Notes
<p><b>Network Infrastructure</b></p> <p>Support for standards-based 802.11b and 802.11g access throughout the coverage area</p> <p>Support for best-effort service, 1 Mbps per subscriber upstream and downstream</p> <p>95% in-street (outdoor) coverage</p> <p>70% in-building (indoor) coverage</p> <p>90% in-building (indoor) coverage including high-rise buildings – <b>OPTIONAL PROPOSAL 1</b></p> <p>Support for a mixed wireless and wired backhaul solution</p> <p>Support for the use of City-owned assets</p> <p>Support for pole, roof and wall mounting</p> <p>Support for corrosion avoidance</p> <p>Compliance to IP56/NEMA4 dust and water ingress</p> <p>Support for ambient temperature ranges of 0 F to 122 F</p> <p>Ability to withstand wind gusts up to 150 MPH</p> <p>Support for logical segmentation of the network for different "domains" of users</p> <p>Support for designating certain areas (hot zones) for open, free access</p> <p>Support to provide open, free access Citywide – <b>OPTIONAL PROPOSAL 2</b></p> <p>Support for in-motion subscribers at up to 60 Mph</p> <p>Sufficient capacity to support subscriber projections and service levels through contract term</p> <p>Scalable to support additional users, capacity and functions</p> <p>Support for IPv4 and IPv6 addressing</p> <p>Support for traffic prioritization</p> <p>Backup power support for up to 1 hour</p> <p>Extended battery backup power support – <b>OPTIONAL PROPOSAL 3</b></p> <p>Fault tolerance mechanisms to mitigate single points of failure</p> <p>Guaranteed reliability of 99.9% for Wi-Fi tier of the network</p> <p>Guaranteed reliability of 99.999% for backhaul tier of the network</p> <p>Support for providing advanced subscriber services from backhaul tier of the network</p>				

Physical security for all critical network components

- Support for MAC address filtering

- Support for 64 and 128-bit WEP encryption

- Support for TKIP encryption

- Support for AES encryption

- Support for WPA standard

- Support for 802.1x using EAP and RADIUS

- Support for suppression of ESSIDs

- Support for multiple ESSIDs

- Support for mapping ESSIDs to VLANs

- Support for filtering of traffic by IP address, subnet, TCP port and other mechanisms

- Support for VPN tunneling

- Support for encryption of all control and network management traffic

- Support for innovative power solutions including photocell connectivity, long-lasting batteries, and/or solar panel

- Support for unilateral inbound roaming relationships (Strongly Encouraged)

- Support for unilateral outbound roaming relationships (Strongly Encouraged)

### **Architecture and Design**

- An overall architecture for the System

- A detailed design for the System

- A detailed wireless spectrum plan

- A detailed integration plan for all components of the System

- Plan must include use of Cisco routers & switches since the City is a Cisco shop

- A description of the core business processes

- A plan describing how reliability requirements and service levels will be met

- A plan describing the tools and processes for post installation testing and verification of performance

- A description of deliverables to be provided to MB post-installation

- A detailed implementation plan, statement of work, project schedule and milestone payment schedule

- A final as-built plan supplied in ESR1 coverage or shapefile format

### **Installation**

- Installation of all components of the System

- Coordination on access to assets, permits, etc.

- Ramp up and activation of all technology and processes required for the System

- Configuration and integration of all components of

the System

Adherence to all FCC guidelines for wireless equipment, installation, configuration, etc.

Tuning services as required throughout the System for the entire contract term

### **Telecommunications Provisioning**

Description of how capacity estimates were derived, using Kbps/user and oversubscription rates

Provisions for alternate peering points over time  
(Strongly Encouraged)

### **Network Monitoring and Management**

Basic adherence to ISO network management functions

Performance Management

Configuration Management

Accounting Management

Fault Management

Security Management

Compatible with CiscoWorks 5.5 & SolarWinds

8.0

Support for event notifications

Support for group management of System

components

Built-in configuration database

Support for SNMP

Graphical representation of System components

Support for configurable ACLs

Ability to "drill down" on System components

Ability of auto-discovery for new devices in the System with city ability to control whether/when auto discovery is on or off

Support for wireless proxy agents

Support for statistical reporting

Support for remote management and updates to remote System components

Compatible with end point CSA client for remote users

### **Network Maintenance and Upgrade**

Plan for how maintenance and upgrade will be addressed

Provisions for spare inventory, upgrade cycles, capacity upgrades, fixed costs, etc.

Fixed price for replacement units

Risk mitigation for network obsolescence

Provisions for refresh of entire System within six years

- Minimal disruption of service during upgrades
- Support for installing new nodes on as-needed basis during the entire contract term
- Product roadmaps for all vendor equipment used in the System

### **Operations Support Systems**

- Ability to support flexible service policies for time and quality of service
- Ability to perform usage tracking, customer reporting and usage policy enforcement
- Interoperability with RADIUS-based public access points and gateways
- Design, deployment and management of a subscriber portal for the System (Strongly Encouraged)
- Ability to support co-branding of portal (Strongly Encouraged)
- Ability to define basic access and other value added service plans (Strongly Encouraged)

### **Customer Service and Technical Support**

- Support for tier two customer service and technical support only for city employees
- Support for tier one customer service and technical support only for external users (hot zones)
- Support for issues from tier-one agents dealing with technical problems reported by city employees only
- A toll free number for tier-one agents
- Service level agreement including technical support, network repair, etc.
- Proactive notifications to City of MB for network problems, outages and other issues
- Development and maintenance of a library of FAQs
- Secure managed database of all call tracking detail, resolutions, etc.
- Creation of routine and ad-hoc reporting on issues, wait times, abandoned calls, etc.
- Support for three-party calls from City and city employees only
- Support for total call management
- Elaboration on SLAs proposed
- Elaboration on additional features and/or functions proposed
- Definition of preliminary call and/or process flows
- Elaboration on and additional knowledge management features proposed
- Support for problem reporting and resolution via email or Web or interactive messaging

Dedicated technical expert available to MB by phone and/or pager

**Software Hosting and Facilities**

- Backup and recovery tools and processes
- Proactive capacity planning
- Problem avoidance and change management tools and processes

**Program and Project Management**

- Designation of executive sponsor throughout contract term
- Designation of primary single point of contact
- Delivery of routine program and project status reports
- Designation of issue escalation path with names, contact information, etc.

## APPENDIX B

### COST PROPOSAL REQUIREMENTS

Cost Element	Y1	Y2	Y3	Y4	Y5	Y6	Total
Network Infrastructure Procurement							
Architecture & Design Services							
Installation Services							
Telecommunications Provisioning & Services							
Network Monitoring & Management Services							
Network Maintenance & Upgrade Services							
Operations Support Systems (OSS) Services							
Network Middleware Services							
Customer Support Services							
Software Hosting Services							
Program & Project Management Services							
Warranty Services							
Total							



**APPENDIX B CONTINUED**  
**COST PROPOSAL FOR OPTIONAL ITEMS**

<b>Cost Element</b>	<b>Y1</b>	<b>Y2</b>	<b>Y3</b>	<b>Y4</b>	<b>Y5</b>	<b>Y6</b>	<b>Total</b>
<b>Option Number 1:</b> In-building (indoor) coverage to 90% of residences and businesses including high-rise buildings located in the City including separate costs for proposed CPE equipment							
<b>Option Number 2:</b> Proposers shall provide any additional infrastructure, deployment, management, software and cost increases for providing public access Citywide.							
<b>Option Number 3:</b> Proposers shall provide cost information for longer term battery backup for all network equipment sufficient to assure continuous operation at full power and functionality for a period of not less than ten (10) hours in the absence of utility power.  Note: If Proposer has more than one option for extended battery life based on time (for example, 5 hours backup, 10 hour backup, and 15 hour backup), the Proposer shall provide cost information for each option.							

## **APPENDIX C**

### **PROCEDURAL REQUIREMENTS CHECKLIST**

This checklist is meant to assist Proposers in making sure that each of the procedural requirements outlined in this RFP is met. Appendix C does not have to be submitted to the City.

- ☐ Submit twelve (12) hard copies and one (1) CD soft copy in PDF format of complete proposal by Monday, September 12, 2005, by 3:00 pm EST
- ☐ Define Proposer's solution in detail according to the requirements defined in Section II and Appendix A
- ☐ Submit proposal in accordance with requirements in Section III
- ☐ Include the signature of a duly authorized officer or agent of the Proposer's company who has the power to bind the company to the requirements, terms and conditions contained in this RFP as outlined in Section III-C
- ☐ Include a transmittal letter signed by a duly authorized officer or agent of the Proposer's company that includes the information, language, and Unconditional Letter of Credit outlined in Section III-E
- ☐ Deliver complete proposal with appropriate number of copies via U.S. Mail or other appropriate mail service or by hand delivery
- ☐ Mark each volume of the response as outlined in Section III-F
- ☐ Provide the documents required outlining the Implementation Plan, Statement of Work, Project Schedule, and Milestone Payment Schedule as required in Section III-G
- ☐ Complete and sign the Proposer Information Sheet included in Section VII
- ☐ Complete and sign the Acknowledgement of Addenda form included in Section VII
- ☐ Complete and sign the Declaration letter included in Section VII
- ☐ Complete and sign the Questionnaire included in Section VII
- ☐ Complete Appendix A & Appendix B

LETTER OF CREDIT

Date of Issue \_\_\_\_\_

Issuing Bank's No. \_\_\_\_\_

Beneficiary:

Applicant:

City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Amount: \_\_\_\_\_  
in United States Funds

Expiring:  
(Date)

Bid/Contract Number \_\_\_\_\_

We hereby authorize you to draw on \_\_\_\_\_  
(Bank, Issuer name)  
at \_\_\_\_\_ by order of and for the account  
(branch address)  
of \_\_\_\_\_  
(contractor, applicant, customer)  
up to an aggregate amount, in United States Funds, of \_\_\_\_\_  
available by your drafts at sight, accompanied by:

1. A signed statement from the City Manager of the City of Miami Beach, or his authorized representative, that the drawing is due to default in performance of obligations on the part of \_\_\_\_\_  
\_\_\_\_\_ agreed upon by and  
(contractor, applicant, customer)  
between City of Miami Beach, Florida and \_\_\_\_\_  
(contractor, applicant, customer)  
pursuant to the Bid/Contract No. \_\_\_\_\_ for \_\_\_\_\_.  
(name of project)

Drafts must be drawn and negotiated not later than \_\_\_\_\_.  
(expiration date)

Drafts must bear the clause: "Drawn under Letter of Credit No. \_\_\_\_\_  
of \_\_\_\_\_ dated \_\_\_\_\_.  
(Bank name)

This Letter of Credit sets forth in full terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon presentation to the drawee.

The execution of the Contract and the submission of the required Performance and Payment Guaranty and Insurance Certificate by the \_\_\_\_\_  
(contractor, applicant, customer)  
shall be a release of all obligations.

**This Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1993 revision), Publication No. 500 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.**

\_\_\_\_\_  
Authorized Signature